



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, June 24, 2025

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-25:051](#) Minutes for the Finance Committee meeting on Tuesday, June 10, 2025

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:068](#) A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BEACONS, MESSAGE BOARDS AND SENSORS FOR THE TRAINFO SYSTEM

Sponsors: Engineering

[RES-25:070](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - DR. MARTIN LUTHER KING, JR. DRIVE GRADE CROSSING PROJECT (2025:18)

Sponsors: Engineering

Attachments: [Bid Tab.pdf](#)
[Contract 2025 18.pdf](#)

[RES-25:071](#) A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

Sponsors: Engineering

[RES-25:072](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

Sponsors: Engineering

Attachments: [Jonesboro SSR4A Agreement.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-25:051

Agenda Date:

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Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on Tuesday, June 10, 2025



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, June 10, 2025

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; David McClain; Brian Emison and Anthony Coleman

Absent 2 - Charles Coleman and Ann Williams

3. APPROVAL OF MINUTES

[MIN-25:045](#)

Minutes for the Finance Committee meeting on Tuesday, May 27, 2025

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; David McClain; Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:057](#)

A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [July 4th 2025 - EAB Signed Contract.pdf](#)
[JULY 4TH 2025 EAB 1.pdf](#)

Chairman Joe Hafner said, I will state that this is the normal contract that we do each year for this type of thing.

Councilmember Dr. Anthony Coleman said, I do have a question Mr. Chairman. So, I mentioned this last year, and I didn't know if they had considered this. I asked about the expenses of the usage of our employees and personnel and all of that, when we're only renting it for \$1,000. I know that this is a service to the people, but on the same

token, you know, how much more expenses is it in regard to renting the area for \$1,000. Is it comparable? Chief Administrative Officer Brian Richardson approached the podium and said, sure. And I actually talked to Danny Kapales about this a couple of weeks ago and we're actually, this year, put together a total of our total expenses on it. Just so we can see and exactly calculate what the expense is to the city. And then obviously there's a huge return not only for the community but for the region as well that comes to see this. So, I would say after... we can go ahead and plan on, maybe, the last Finance meeting of July I could have Danny prepare a report as far as what our expenditures were for this project. And for both of them really. And so, he's planning for that and he's going to kind of work that though as we start going through this process to keep track of all that.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

[RES-25:058](#)

A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [JULY 4TH 2025 JRG.pdf](#)

Chairman Joe Hafner said, I think there was an "are" left out. Yeah, there was an "are" left out. City Clerk April Leggett said, I don't write these.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

[RES-25:060](#)

A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTH SIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Dairy Queen-Southside Softball 2025.pdf](#)

Chairman Joe Hafner said, I have a question before I get into this one. We've kind of got two contradictory things going on. On RES-25:058 we own and maintain Southside Sports Complex. On this one we lease and maintain. I'm just saying we need to... Can RES-25:058 be changed to City of Jonesboro leases and maintains Southside Sports Complex? Thank you.

Councilmember David McClain said, is it Dairy Queen or Roof X? Chairman Joe Hafner said, it should be Dairy Queen. Is the title wrong? The contract is Dairy Queen.

Chairman Joe Hafner said, this one is a total of \$7,500 over five years, so it's \$1,500 a year.

Councilmember David McClain motioned, seconded by Councilmember Brian Emison,

to amend the title only on RES-25:060 from Roof X Solutions to Dairy Queen. All voted aye.

Councilmember Dr. Anthony Coleman said, I do have either a question and/or just for the record. I mentioned this, I think in the last meeting, we talked about sponsorships, and I just want to make sure that we're on the record that it makes sense. Especially, our city is growing which means we have more eyes and ears and participation and blah blah blah. I just want to make certain that we are getting the best, I don't know what other words to use other than best bang for our buck. And with the \$7,500 sponsorship, and I know Danny mentioned it last time. I just wanted to make sure that it was on the record that we are considering this moving forward. Because we're talking five years, that's a long time for only \$1,500 with a long season, all year, you know. So, I just think we ought to reconsider that.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

[RES-25:064](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

Sponsors: Grants and Police Department

Councilmember John Street said, we've been very successful. We've gotten this every year. It has provided a lot of child safety seats. A lot of training to parents to install those things. We do have a lot of benefit from the increased enforcement for speed and seatbelts. I wish they would do distracted driving a little harder, but it's my understanding some of the judges won't enforce that. So, I still think we ought to do it. I think we should write it up and if the judge throws it out it's his call. But nevertheless, I think it's a valuable grant to get for Jonesboro. Chairman Joe Hafner said, I know these child passenger clinics can be pretty good, because I remember my daughter was a baby and I had her seat set up in our car, van, or whatever we had then. I thought I had it anchored in there nicely and I had it anchored on the seat release. So that would have been really bad if something would have happened. Thankfully the officer caught it and fixed it and there were no issues. So, I know these can be really, really important.

Councilmember Dr. Anthony Coleman said, I do have a question and I'm sorry for asking all of these questions. But John, I appreciate you John for sharing that because I think it's important. But that really speaks to my question with Grants. Are we required to keep this data or to report this kind of data? And if so have we reported... have we sent it? Because I haven't seen it. I mean not that I need to today but... Grants Department Project Coordinator Mark Coomes approached the podium and said, yes sir. The police department collects that data every year and it's part of the grant application. I've got a copy of it with me, and I'd be glad to give it to you so you can look over the statistics yourself. Councilmember Dr. Anthony Coleman said, great.

Councilmember David McClain said, the only question I had, and I know the chief's not here. But what's the difference, I guess, from day to day with the grant? I mean, is there a difference in... I guess is there a more intentional focus during this time frame

or... Like I said, you can't probably answer that question. So, I didn't know if there's a... are we... Chairman Joe Hafner said, I think they can actually work more because it pays for overtime. Councilmember John Street said, yeah, it's just overtime for if an officer works his shift, then he'll sign up for 3 more hours. Chief Operating Officer Tony Thomas approached the podium and said, yes and also to answer the piggyback off that previous question. Those stats are included in the chief's monthly report or the crime analysis, she sends out that monthly report, that data is included in that monthly report. But as Mark indicated, he has a compiled list as well that is specific to the grant that can be shared with you as well. And then, yes. As a part of regular enforcement and overtime enforcement, officers do have specific tasks that are related to this grant application. This allows us to truly target those specific activities that are in this project and pay for the overtime that's associated with that. Traditionally, we do have officers who have overtime for various reasons for various things, but rarely is it just for those targeted specific activities that are related to this project. And we have to show that hey they are working and that they are actually being proactive in enforcement related to these specific activities. And then, as you also heard, not just from an enforcement standpoint but also from a public awareness and public safety perspective, they do other activities associated with the grant and the time is the only thing that's paid for by the grant. The overtime or the time that's worked, we include the benefits and the taxes, as well as the cost of car seats and different things like that as match related to this grant. Councilmember David McClain said, thank you.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

[RES-25:066](#)

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2025 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

Sponsors: JETS, Grants and Finance

Attachments: [2025 Annual Cert & Assurances.pdf](#)

Chairman Joe Hafner said, I just have a curiosity question if somebody can answer it. Why is it the city attorney in this case instead of the city clerk? I'm just curious. Grants Department Interim Director Alejandra Morales approached the podium and said, this kind of goes back to the opinion of council that we passed a couple, maybe a month or so ago. It just allows the city attorney to ensure that they have checked those regulations, and we are in compliance with that. So, it's just an extra legal step that they want to ensure. Chairman Joe Hafner said, ok, thank you.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

[RES-25:067](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 GREAT STRIDES/TRAILS FOR LIFE GRANT FROM THE ARKANSAS DEPARTMENT

OF PARKS, HERITAGE AND TOURISM

Sponsors: Grants and Parks & Recreation

Councilmember David McClain said, do we have any idea, Mr. Chairman or anybody that could update us, on where we're looking to put this, use this money? I mean, anywhere in particular? I've got a follow-up also, do we also... Can y'all provide an update on where we are as far as trails that we've already started working on, they've been approved, parks etc., that is where we are towards completion. We're at 20%, we're at 50%. Just to give us an overview of all the projects we have going on. Chief Administrative Officer Brian Richardson approached the podium and said, ok, let me tackle the first one. Councilmember David McClain said, go ahead. That's fine. Brian Richardson said, we're actually looking at a couple possible options here as we're designing out the park in northeast Jonesboro. You know, there's been some discussion about a piece that will fit in there, but we're also looking at some bike trails to kind of reutilize some of the old city landfill area. Just some downhill trails since the topography is kind of a natural for that. There has been some research and some potential tracking made as far as laid-out out there, so that would be an option too. Either of those would be good projects, and I think it's worthwhile asking for this funding for. So, as Parks and Connectivity Committee kind of look at that we'll update the council as we go if we get the grant as far as where we're going to put it. But those are really the kind of two leading candidates right now.

Councilmember David McClain said, and the second one? Brian Richardson said, the second one, as far as percentages off the top of my head... Councilmember David McClain said, I'm not asking you to give them to me. Can you send us something that shows us where we are. Brian Richardson said, sure. Yes, that won't be a problem at all. Councilmember David McClain said, ok. Thank you.

Chairman Joe Hafner said, I will say, the trail that's connecting Flint to Culberhouse, or Short Street to Culberhouse, I mean, that should probably be done, I would think, in the next month or so. A month or two, things sometimes move slower. But I was riding on those trails this morning. Craig mentioned in the Connectivity Committee meeting we had today that, I think the Marion Berry plans are 60% plans right now. And there's going to be another meeting held with ASU soon. Brian Richardson said, sure. We actually got a job number on that, so that's a pretty critical part as far as the ArDOT planning process goes. Because you know that's a joint venture supported by council and Arkansas State University on the repurposing of that overpass, for those that don't know exactly what Councilman Hafner's talking about. We also did get a permit from ArDOT for a shared use path alongside of Johnson. So, whenever that project receives funding, it will be ready to go. And that's been very fortunate that Engineering and ArDOT were able to get all the intricate details worked out about that. That's something a lot of people don't understand is how much detail you have to have planned out before you can get a permit to work in ArDOT's right-of-way. You know, for good reason. And then the next targeted pathway that's being discussed on the revenue bond would be a shared use path along Jefferson to make a connection over to Gee Street. And that would be all in city right-of-way, so much like the Culberhouse and Flint section of trails, that process is an internal design and so that will move along pretty quickly once funded.

Councilmember David McClain said, where are we on Aggie Road? Brian Richardson said, so Aggie Road, we are in the process of working through with ArDOT for final plans in some right-of-way acquisitions and estimates in that process. And also, kind of working with the Highway Department on how that interaction at the new 351 junction where it comes into Aggie is exactly going to work out. So, I'm really hoping that

actually goes to construction at some point this year. Again, it's one of those things that whenever we have to deal with multiple jurisdictions as far as right-of-ways and approval processes, it's just hard to really know for sure exactly when those final permits will come through. But I know Engineering and Planning are really pushing that pretty hard to get that started.

Chairman Joe Hafner said, I'll say one more thing about Marion Berry. I know ASU has been working on some designs for what the overpass would look like, as far as branding it with the ASU with the Red Wolf, and it looks... What I saw, I mean it's just preliminary something that's approved, looks really cool. With what they've done with the concrete wall, branding and stuff like that. Brian Richardson said, it's going to be really neat. And in case you didn't notice, when you walk outside the building you can actually see we're actively installing the street lights up and down Creath Street that were approved by Council, just what seems like a few short weeks ago. And I don't know exactly when that project is going to be complete, but I've seen one of those lights demoed in person at night and that's going to be a very bright street. And we're looking to kind of expand that along our system as we go. Chairman Joe Hafner said, and once again, I'll take this as a sign of progress, we were riding down the path this morning and once again we had people stop for us at Bridge Street in a crosswalk. A lot of times they'll just buzz through it. We've had people starting to stop and let us through, you know, since we're in a crosswalk. So, I take that as progress. Brian Richardson said, I see it more out my window every day so we're getting there.

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;David McClain;Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams

5. PENDING ITEMS

6. OTHER BUSINESS

Councilmember Dr. Anthony Coleman said, I do have a question, and this is for the Grants Department. I am aware of the governor and that up to \$1,500,000, I just wanted to see where we were on that and kind of what project we're looking at to apply for that. Chief Administrative Officer Brian Richardson approached the podium and said, so you know, Grants has been studying the details of that, and it looks like it really needs to be something that's close to shovel ready that you've actually got some plans and some deliverable completion times. We are looking at... We just started working on the narrative today a little bit for some possible funding for the Shoot Sports Complex to try to get that project completed. Of course, there could be any number of things, Jonesboro's got a lot of needs, but that's a project that needs to be finished up at some point. You know, it's hard for the city to swallow that entire bill without some outside support, so that's one thing we're looking at. But, happy if you've got any other thoughts on that but that's what we're looking at for it. Councilmember Dr. Anthony Coleman said, is it ok to have more than one application? Chief Operating Officer Tony Thomas said from his seat, yes. Brian Richardson said, so, the answer was yes for the record.

Councilmember David McClain said, Mr. Chair... Brian if you don't mind to stay. The only question I had. At the last Finance meeting I asked you to send us... The bond counsel gave us some guidance on why we didn't bring the ordinance for the bond

back to Finance. Still waiting on that. And then also, the reason I'm asking that question, you know, Council has our rules, we have our procedures, just curious why we didn't. You don't have to answer that right now, but if you don't mind, I would appreciate just an email highlighting why number one, we're not bringing back and then number two, again what counsel has given you, what guidance they've given you guys. Brian Richardson said, sure, and I can get you a more detailed answer but the most simple one is that after speaking with bond counsel, city attorney and Councilman Hafner that, you know, it's a very common process and there's nothing in the state statute that requires a revenue bond be produced and represented to Council. Especially in the event that there's an authorizing resolution that proceeded the, I guess, the bond counsel and their underwriters to move forward with their marketing and selling of the bonds. But let me get you an actual professional answer from the financial advisor on that. But, you know, typically whenever these types of things are presented that's a very common practice. And you know, the bonds are being marketed and we need to lock in a rate, if it's approved, to ensure that those obligations and free cell commitments are made. Councilmember David McClain said, like I said, the only reason I'm asking... Correct me if I'm wrong, an ordinance comes to a committee first and then goes to the full Council if passed. If that's not the case and that's not our rules then I'd like somebody to give me some understanding of where or why it's different in this regard. Brian Richardson said, well I would just say in that regard, there was an authorizing resolution that was presented that did authorize counsel and the bond actionees to begin their process. As far as that goes, I don't know that we have any council rules regarding what manages how a revenue bond is produced. You know, that would be a localized question... Councilmember David McClain said, that's why I said I'm speaking on ordinance... Brian Richardson said, to Carol Duncan... Councilmember David McClain said, the ordinance number that you're going to get. That specific ordinance. City Clerk April Leggett said, I will let you know that, not specifically to a bond in particular but to an ordinance, there are ordinances for private club permits that do not go through a committee that goes straight to Council first. Councilmember David McClain said, ok. Brian Richardson said, and looking back in history on Legistar, of course you know, it's hard to take data from years and years ago, but there have been instances in the past where ordinances regarding bonds were committed directly to the City Council. But again, there's no state statute that requires that. The public meeting that we had a couple of weeks ago, that timeline was discussed and at that point there were not any questions about the process so they began their paperwork to market the bonds and to go through with that creation to gather the information that the Council will need to make an informed decision on the 17th.

7. PUBLIC COMMENTS

Patti Lack, 4108 Forest Hill Road, approached the podium and said, I think I'm going to just kind of carry-on what David and Brian were talking about. And I think that's the one thing... Brian you are so far away over there... That's the one thing that I know that so many of the citizens are upset about. And I think the thing is, is that when you look at when the original bond was presented, it was back last year in September, and I know that it was passed. And I just want to state also too, I am not opposed to Jonesboro getting better. I've been here for like 30 some years and I volunteer as much as I can to make it better. But there's a process that we have even though other cities might do it in a different way. And I think a lot of people feel that this has not been as transparent as it could have been. And I think if you look at the old capital plan that was presented back in September, there were some items in here that is not mentioned in the bond that is being presented right now that we're trying to pass. And when I say that, is that it says the amount of it is the same and the three projects, but

it also says right here is that then we'll add \$8,250,000 from the remaining ARPA funds to do different projects. It's stated in here, it is not stated in the new bond on that. So that is kind of confusing to people. We approved that one so does that mean that we're going to use the \$8,250,000 in this one, because it's not mentioned. And then also too, here it says the land purchase is an integral part, a piece of the project. Well first, we were told in September that we were going to purchase the property over on Caraway, and that was because we were going to get congressional appropriations totaling \$4,000,000. Once again, it's in the old one back in September, it's not in the new one that's being presented. So, people are confused which one are we passing, because I agree with you, it was passed and we were looking at different... But if you think of looking at the timeline that was presented in that, is that what happened after we had the public hearing in September the 30th. We had the public hearings and then all of a sudden it just stopped. We didn't hear a single thing about it. Well, what happened during that time? Well, we had the election, you know, we had to figure out who was going to be mayor and we found out. And then we had to pass a budget so that kind of overtook the talking points and all that. But after that, we didn't hear anything until April, and that's when we got the new capital budget plan. But once again, are we talking still that we're going to use the \$8,250,000 and we've got that \$4,000,000 secured to purchase the land or demolish the one over downtown. That's where people are confused. So, it's not, you know, it's just being transparent. So, when we have rules and ordinances, they just need to be followed even though that this counsel says that's what other towns do. We don't have to follow what other towns do. So, you got the new one and here it is in April. We got all the designs, but when you think of it, is that this was back in September here it is June. So, we're talking six to seven months now. So, a lot of things have changed. And you look at those projects that we were going to do with the ARPA funds. Well, how much money do we have still in there, and are they going to be done? We don't know because it's not in this right here. It's not in the new bond agreement. The \$17,500,000, the amount is, but what about all the rest of it. And that's where people are confused. So, you look at from September the 19th, when it got passed and I'll go back on that that it was passed, but it's been six or seven months now. And which bond proposal are we talking about now? Because it hasn't, and I agree with you David, it has not come back to Finance so the people don't know what we're getting in it. And I think that goes back to being transparent. The other day when the downtown group was here, I think there was a lady that said well can't we put an emergency clause on it, and Chris Moore, and these were his words, is that's what constitutes an emergency clause, and he says, normally an intimate life or danger to property or to a person. So, do we have really an emergency clause here because that's not happening with this bond. So, I don't understand why we're having to put an emergency clause on this. And then the bid thing, it gives the public time to look at it, and after this meeting then it will appear on the agenda, and we'll have the three readings. Which we need to and first go back to the Finance and you guys could have done it right here and then it could have been just six weeks from now. And look how long we've waited for Caraway Road to get fixed. Look how long we've waited for this. So, six weeks is not going to be a big deal. But the main thing that Chris Moore said is that trust me it's a good idea not to put the emergency clause on because I don't think anybody's fighting it or opposing it. I don't think there's a lot of people that are fighting or opposing the bond. We need to, like Brian said there's a lot of needs here in Jonesboro. But it's just procedural. So, that means we have here in Jonesboro, we have our rules, we have our ordinances, and that's what people are disappointed in. One, they don't know which bond that we're talking about. Is it the one back in September? Is it the one that was presented here in April? And then all of a sudden, it's going to come up next Tuesday to you guys, and we're going to read it one time. There's probably not going to be a lot of questions and then it's going to pass because it's an emergency clause. And it's not emergency clause, because if you

guys couldn't do it for the people in the downtown area why do we do it for us then. You know, you've got to be fair to the same people, so that's what the people are disappointed in. And I think for all of you is that I wish that you guys would have brought it back even today. And talked about it and let one more time let the people and then just be really defined of what it is. So, I just want to let you know that's where a lot of people are in this town with it. People want the change and they need the help, it's to bad we have to borrow the money, but once again we have rules and policies and ordinances that Jonesboro follows. It might not be the same town like the counsel says, that's what everybody else does so let's do it. We don't have to follow what everybody does on that. So thank you.

Councilmember Dr. Anthony Coleman said, so can I make a comment on that? I have a question. Chairman Joe Hafner said, we normally don't make comments on public comments. Councilmember John Street said, I wish we could.

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; David McClain; Brian Emison and Anthony Coleman

Absent: 2 - Charles Coleman and Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:068

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BEACONS, MESSAGE BOARDS AND SENSORS FOR THE TRAINFO SYSTEM

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

2707-1 Industrial Drive
3504-1 Airport Road
100-1 North Culberhouse Street
106-1 North Culberhouse Street
104-1 Gee Street
1401-1 Hanley Drive
1490-1 Red Wolf Boulevard
2715-1 East Nettleton Avenue
205-1 North Main Street
120-1 East Johnson Avenue

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

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

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:070

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - DR. MARTIN LUTHER KING, JR. DRIVE GRADE CROSSING PROJECT (2025:18)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Craighead Technology Park Industrial Lead - Dr. Martin Luther King, Jr. Drive Grade Crossing Project;

WHEREAS, the low bidder and the firm selected for the project is Meadows Contractors, LLC.; and,

WHEREAS, the funding for this project is 100% reimbursable from the Arkansas Department of Transportation (ARDOT) and compensation shall be paid in accordance with the attached contract.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Meadows Contractors, LLC. for the Craighead Technology Park Industrial Lead - Dr. Martin Luther King, Jr. Drive Grade Crossing Project.

Section 2. The funding for this project is 100% reimbursable from the Arkansas Department of Transportation (ARDOT) and compensation shall be paid in accordance with the attached contract.

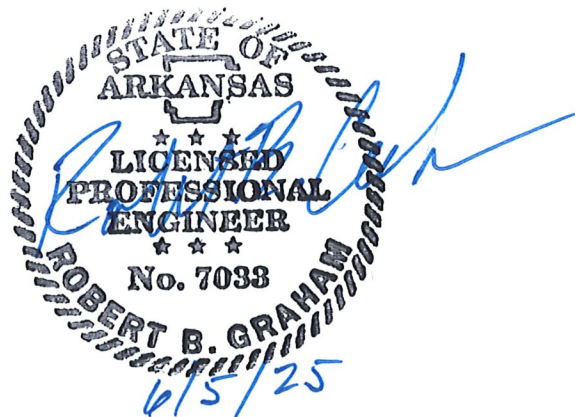
Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the contract.

				MEADOWS CONTRACTORS, LLC. 3663 E. Parker Rd. Jonesboro, AR 72404 AR #0233000326		CRABTREE & SON CONSTRUCTION INC. 499 CR383 Bono, AR 72416 AR #0131640526	
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC I (Subgrade Work)						
Item	Description of Item	Qty	Unit	Unit Price	Amount	Unit Price	Amount
1	Undercut Track Section	520	CY	\$45.00	\$23,400.00	\$50.00	\$26,000.00
2	Erosion & Sediment Control	100%	LS	\$12,400.00	\$12,400.00	\$25,000.00	\$25,000.00
3	Geo-Tech Fabric/Geo-Grid System	720	SY	\$13.00	\$9,360.00	\$30.00	\$21,600.00
4	Compacted Sub-ballast Section	480	CY	\$74.00	\$35,520.00	\$125.00	\$60,000.00
5	4" PVC Conduit w/ Pull lines	450	LF	\$41.00	\$18,450.00	\$40.00	\$18,000.00
6	Drainage Structures						
	a) Remove Existing (2)-18" CMP Pipes	100%	LS	\$1,260.00	\$1,260.00	\$5,000.00	\$5,000.00
	b) Install 36" RCP (CL V) Drain Pipe	64	LF	\$218.00	\$13,952.00	\$275.00	\$17,600.00
7	Temporary Grading & Drainage Re-route (45'±) from Ex. 30" Pipes	100%	LS	\$940.00	\$940.00	\$20,000.00	\$20,000.00
8	Road Detour Plan, Signage/Control	100%	LS	\$8,900.00	\$8,900.00	\$7,500.00	\$7,500.00
9	Payment & Performance Bond	100%	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
	SEC I TOTAL				\$134,182.00		\$215,700.00
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC II (Track Construction)						
Item	Description of Item	Qty	Unit	Unit Price	Amount	Unit Price	Amount
1	Remove Ex. Rail, Ties, & inc. (Incl. disposal)	285	TF	\$154.00	\$43,890.00	\$0.00	\$0.00
2	Install New 136# Rail, Ties, Ballast & Inc. (w/ Comp Bars as needed)	250	TF	\$461.00	\$115,250.00	\$0.00	\$0.00
3	Realign existing trackage	285	TF	\$114.00	\$32,490.00	\$0.00	\$0.00
4	Remove Ex. Concrete Crossing Panels	100%	LS	\$26,030.00	\$26,030.00	\$0.00	\$0.00
5	Install new Concrete Crossing Panels (for road & sidewalk, min. length)	93	LF	\$780.00	\$72,540.00	\$0.00	\$0.00
6	Payment & Performance Bond	100%	LS	\$4,400.00	\$4,400.00	\$0.00	\$0.00
	SEC II TOTAL				\$294,600.00		\$0.00
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC III (Signals)						
Item	Description of Item	Qty	Unit	Unit Price	Amount	Unit Price	Amount
1	Remove Ex. Signal Box & Inc. (Phase Ib)	100%	LS	\$14,400.00	\$14,400.00	\$0.00	\$0.00
2	Install New Signal Box & Inc. (Phase Ib)	100%	LS	\$26,400.00	\$26,400.00	\$0.00	\$0.00
3	Install Permanent Foundation, Temp. Signal/Gate @ NW Corner (post Phase Ic)	100%	LS	\$78,000.00	\$78,000.00	\$0.00	\$0.00
4	Install Permanent Foundation, Signal/Gate @ South Center Lane (post Phase Ic)	100%	LS	\$78,000.00	\$78,000.00	\$0.00	\$0.00
5	Install Permanent Fondation, Temp. Signal/Gate @ SE Corner (Sec II ARDOT)	100%	LS	\$78,000.00	\$78,000.00	\$0.00	\$0.00
6	Install Permanent Foundation, Signal/Gate @ North Center Lane (Sec II ARDOT)	100%	LS	\$78,000.00	\$78,000.00	\$0.00	\$0.00
7	Install Permanent Signal/Gate on Ex. Foundation @ NW Corner (pre Sec III ARDOT)	100%	LS	\$78,000.00	\$78,000.00	\$0.00	\$0.00
8	Install Permanent Signal/Gate on Ex. Foundation @ SE Corner (pre Sec III ARDOT)	100%	LS	\$35,200.00	\$78,000.00	\$0.00	\$0.00
9	Mobilization (Incl. 4 separate times)	100%	LS	\$10,000.00	\$35,200.00	\$0.00	\$0.00
10	Electrical & Signal Design Items (Complete)	100%	LS	\$10,000.00	\$24,000.00	\$0.00	\$0.00
	SEC I TOTAL				\$568,000.00		\$0.00
	TOTAL BID : SEC I, II & III				\$996,782.00		\$215,700.00

This is a certified copy of the tabulation of bids on the captioned work as submitted by the Contractors listed above.
W. WILLIAM GRAHAM JR., INC. CONSULTING ENGINEERS

BY: Robert B. Graham

DATE: 6/5/25





Specifications

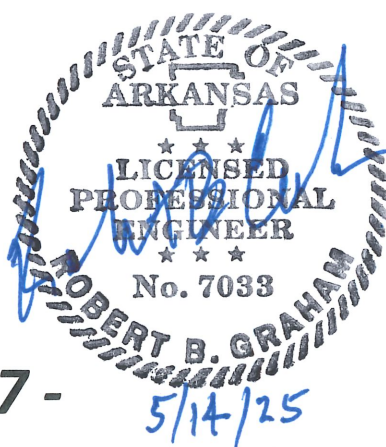
For

Craighead Technology Park Industrial
Lead – Dr. Martin Luther King, Jr. Drive
Grade Crossing Project



(Bid #2025:18)
Jonesboro, Arkansas

In conjunction with
- ARDOT Project 100657 -



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 **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on **Wednesday, June 04, 2025** and then publicly opened and read aloud in the First Floor Conference Room for furnishing all labor, material, and equipment, and all work required to furnish and construct the industrial rail grade crossing complete. All Submissions shall be annotated on the outside of the envelope with the bid number **2025:18**.

The Project consists of the site preparation, drainage, excavation (approximately 520 CY) and construction of subgrade for the railroad realignment and concrete grade crossing. Project items shall also include the removal of existing trackage (285 LF), realignment of existing trackage (285 LF), railroad track materials (250 LF), concrete at-grade crossing with 4 gate/signal system, and construction of the trackage.

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 printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made. Any addendum to this bid will be posted no later than 7 days before bid opening by clicking on "Purchasing" at www.jonesboro.org.

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

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws,

non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

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

Current “Buy America” provisions will apply to this project and certification will be required.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

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

“Buy America” provisions apply to this project in accordance with provisions of the F.R.A Buy America requirements of 49 U.S.C. Section 22905(a) and associated sections (see Sec IV).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project**, Bid Number **2025:18** 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 re-advertise 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.

16. SURVEY CONSTRUCTION CONTROLS

CONSTRUCTION SURVEY STAKING TO BE PROVIDED BY CONTRACTORS.

III. BID PROPOSAL FOR UNIT PRICES

Bid Proposal for Unit Price "Line Item" Contract

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

Proposed Industrial Rail Grade Crossing Expansion & Improvements Type of Project

Dr. Martin Luther King, Jr. Drive Crossing-Craighead Technology Park Ind Lead (Jonesboro) Project Location

Bid # 2025:18 (ARDOT Project 100657)

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

TO: CITY OF JONESBORO
Attn: Mayor Harold Copenhaver
c/o City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 34 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
<u>JONESBORO, AR</u>	<u>RAIL YARD</u>	<u>2022</u>	<u>CITY OF JONESBORO</u>
<u>JONESBORO, AR</u>	<u>RAIL SPUR</u>	<u>2015</u>	<u>ANCHOR PACKAGING</u>
<u>JONESBORO, AR</u>	<u>INDUSTRIAL RAIL SPUR</u>	<u>2011</u>	<u>CITY OF JONESBORO</u>

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

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

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

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

*Section I - 110 Days; **\$ 250.00/day

*Section II - 90 Days; **\$ 250.00/day

*Section III - 90 Days; **\$ 250.00/day

6. That if awarded a contract, to furnish the Owner within 10 days of the date of the Award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

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

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

CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SECTION I/SUBGRADE WORK

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Undercut Track Section	520	CY		
	<u>FORTY FIVE</u>		Dollars	(\$ <u>45.00</u>)	\$ <u>23,400.00</u> ✓
2.	Erosion & Sediment Control	100%	LS		
	<u>TWELVE THOUSAND FOUR HUNDRED</u>		Dollars	(\$ <u>12,400.00</u>)	\$ <u>12,400.00</u> ✓
3.	Geo-Tech Fabric/Geo-Grid System	720	SY		
	<u>THIRTEEN</u>		Dollars	(\$ <u>13.00</u>)	\$ <u>9,360.00</u> ✓
4.	Compacted Sub-ballast Section	480	CY		
	<u>SEVENTY FOUR</u>		Dollars	(\$ <u>74.00</u>)	\$ <u>35,520.00</u> ✓
5.	4" PVC Conduit w/ Pull Lines	450	LF		
	<u>FORTY ONE</u>		Dollars	(\$ <u>41.00</u>)	\$ <u>18,450.00</u> ✓
6.	Drainage Structures				
a.)	Remove Existing (2)-18" CMP Pipes 100%		LS		
	<u>ONE THOUSAND TWO HUNDRED SIXTY</u>		Dollars	(\$ <u>1,260.00</u>)	\$ <u>1,260.00</u> ✓
b.)	Install 36" RCP (CL V) Drain Pipe	64	LF		
	<u>TWO HUNDRED EIGHTEEN</u>		Dollars	(\$ <u>218.00</u>)	\$ <u>13,952.00</u> ✓
7.	Temporary Grading & Drainage Reroute (45'±) from Ex 30" Pipes	100%	LS		
	<u>NINE HUNDRED FORTY</u>		Dollars	(\$ <u>940.00</u>)	\$ <u>940.00</u> ✓
8.	Road Detour Plan, Signage/Control	100%	LS		
	<u>EIGHT THOUSAND NINE HUNDRED</u>		Dollars	(\$ <u>8,900.00</u>)	\$ <u>8,900.00</u> ✓
9.	Payment & Performance Bond	100%	LS		
			Dollars	(\$ <u>10,000.00</u>)	\$ <u>10,000.00</u> ✓
SECTION I SUB-GRADE WORK			SUBTOTAL \$ <u>134,182.00</u> ✓ ✓		

* * * * *

CTP LEAD CONCRETE GRADE CROSSING EXPANSION – SECTION II/TRACK CONSTRUCTION

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Remove Ex. Rail, Ties, inc. (including disposal) <u>ONE HUNDRED FIFTY FOUR</u>	285	TF Dollars	(\$ <u>154.00</u>)	\$ <u>43,890.00</u> ✓
2.	Install New 136# Rail, Ties, Ballast & Inc., complete (w/ Comp bars as needed) <u>FOUR HUNDRED SIXTY ONE</u>	250	TF Dollars	(\$ <u>461.00</u>)	\$ <u>115,250.00</u> ✓
3.	Realign Existing Trackage <u>ONE HUNDRED FOURTEEN</u>	285	TF Dollars	(\$ <u>114.00</u>)	\$ <u>32,490.00</u> ✓
4.	Remove Ex. Concrete Crossing Panels <u>TWENTY SIX THOUSAND THIRTY</u>	100%	LS Dollars	(\$ <u>26,030.00</u>)	\$ <u>26,030.00</u> ✓
5.	Install New Concrete Crossing Panels (for road & sidewalk, min. length) <u>D.W. SEVENTY TWO THOUSAND HUNDRED EIGHTY</u>	93	LF Dollars	(\$ <u>780.00</u>)	\$ <u>72,540.00</u> ✓
6.	Payment & Performance Bond <u>FOUR THOUSAND FOUR HUNDRED</u>	100%	LS Dollars	(\$ <u>4,400.00</u>)	\$ <u>4,400.00</u> ✓
SECTION II TRACK CONSTRUCTION			SUBTOTAL \$ <u>294,600.00</u> ✓		

* * * * *

CTP LEAD CONCRETE GRADE CROSSING EXPANSION – SECTION III/SIGNALS

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Remove Ex. Signal Box & Inc. (Phase Ib)	100%	LS		
			Dollars	(\$ <u>14,400</u>)	\$ <u>14,400</u> ✓
2.	Install New Signal Box & Inc. (Phase Ib)	100%	LS		
			Dollars	(\$ <u>26,400</u>)	\$ <u>26,400.00</u> ✓
3.	Install Permanent Foundation, Temp. Signal/Gate @ NW Corner (post Phase Ic)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
4.	Install Permanent Foundation, Signal, Gate @ South Center Lane (post Phase Ic)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
5.	Install Permanent Foundation, Temp. Signal/Gate @ SE Corner (Sec II ARDOT)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
6.	Install Permanent Foundation, Signal, Gate @ North Center Lane (Sec II ARDOT)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
7.	Install Permanent Signal/Gate on Ex. Foundation @ NW Corner (pre Sec III ARDOT)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
8.	Install Permanent Signal/Gate on Ex. Foundation @ SE Corner (pre Sec III ARDOT)	100%	LS		
			Dollars	(\$ <u>78,000</u>)	\$ <u>78,000.00</u> ✓
9.	Mobilization (Incl. 4 separate times)	100%	LS		
			Dollars	(\$ <u>35,200</u>)	\$ <u>35,200.00</u> ✓
10.	Electrical & Signal Design Items (complete)	100%	LS		
			Dollars	(\$ <u>24,000</u>)	\$ <u>24,000.00</u> ✓

SECTION II TRACK CONSTRUCTION
III SIGNALS

SUBTOTAL \$ 568,000.00 ✓

TOTAL: SECTION I, II & III (if bidding all Sections) \$ 996,782.00 ✓ D.V.

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

A. RAIL

Supplier's Name: SOUTHEASTERN RR

B. BALLAST

Supplier's Name: DELTA

C. SWITCHES

Manufacturer's or Supplier's Name: _____

D. TIES

Supplier's Name: STELLA JONES

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

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

A. Name: TRAC - WORK, INC.

Address: 7700 JAMISON RD, LITTLE ROCK, AR 72209

Brief List of Work: RAIL, TIES, CROSSING PANELS

Approximate Amount of Subcontract: \$ 241,000

B. Name: MID SOUTH RAILROAD SERVICE

Address: 601 OLD STERLINGTON RD, STERLINGTON, LA 71290

Brief List of Work: SIGNALS

Approximate Amount of Subcontract \$ _____

C. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract \$ _____

12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract for the Section being bid on.

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

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

RESPECTFULLY SUBMITTED

MEADOWS CONTRACTORS, LLC

By Dale Wood

Title MEMBER

Address 3663 E. PARKER RD

JONESBORO, AR 72404

Arkansas License Number 0233060326

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Meadows Contractors, LLC, as PRINCIPAL, and

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

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

Five Percent of Amount Bid

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated June 4, 2025, for the Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project. (Bid Number 2025:18)

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 4th day of June, 2025, 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.

Cindi Saha
(Witness)

Meadows Contractors, LLC
(Principal)

By Dale Wood
MEMBER
(Title)

P.O. Box 16540

Jonesboro, AR 72403
(Address)

SEAL

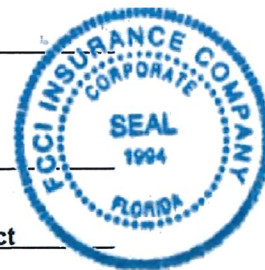
Hannah Glover
Hannah Glover, Bond Manager

FCCI Insurance Company
(Corporate Surety)

By Michael A. McDaniel

Michael A. McDaniel, Attorney-in-Fact

P.O. Box 382007, Germantown, TN 38183-2007
(Address)



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



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G. Morgan, III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4th day of June, 2025

Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Buy America Requirements

49 U.S.C. 5323(j)

49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

- Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date JUNE 4, 2025

Signature Dale Wood

Company Name MEADOWS CONTRACTORS, LLC

Title MEMBER

- Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

- Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date JUNE 4, 2025

Signature Dale Wood

Company Name _____

MEADOWS CONTRACTORS, LLC

Title MEMBER

- Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Suspension and Debarment

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

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

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

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

MEADWINS CONTRACTORS, LLC
(Name of Bidder/Proposer)

DALE WOOD
(Printed Name of Bidder's Agent)

Dale Wood
(Signature of Bidder's Agent)

MEMBER JUNE 4, 2025
(Printed Title of Bidder's Agent) (Date Executed)

V. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

Statement of Bidder's Qualifications Answers

1. Meadows Contractors, LLC.
2. 3663 E. Parker Road – Jonesboro, AR 72404
3. 2005
4. Arkansas
5. 7 Years
6. Contracts on Hand

Project	Contract Amt	Date of Completion
ASU College of Veterinary Medicine	121,000	04-2026
ASU Windgate Arts Center	212,000	01-2026
ASU Parking Services	69,500	08-2025
Greensboro Village Residential Ph 2	1,259,600	08-2025
CWL Water Main	20,185	08-2025
JHS CTC Addition	126,000	09-2025

7. Earthwork, Street & Road, & Commercial Concrete
8. No
9. No
10. No
11. Recently Completed Work

Project	Contract Amt	Date of Completion
Greensboro Village Residential Ph 1	820,000	09-2024
Joe Mack Campbell Park Turf	2,154,013	10-2024
ASU FNB Arena Courtyard	131,602	10-2024
CWL Wastewater Treatment Plant	2,164,946	12-2024

12. Dozers, Excavators, Tri-axle trucks, Off road trucks, Compaction Equipment and Skid steer loaders.
13. 34 Years
14. Rick Meadows 36 Years
Dale Wood 34 Years
15. Credit Available \$500,000
16. Bank reference First National Bank Matt Rankin
17. Yes

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

Dated at JONESBORO, AR this 4
day of JUNE, 20 25.

MEADOWS CONTRACTORS, LLC
(Name of Bidder)

By Dale Wood

Title MEMBER

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Dale Wood being duly sworn deposes and says that

He/she is Member of MEADOWS CONTRACTORS LLC
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 4th day of June, 20 25.

OFFICIAL SEAL - NO. 12707615
CINDI GOSHA
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 05-10-29

Cindi Gosha
(Notary Public)

My Commission Expires:

5-10-29

VI. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and
between Meadows Contractors, LLC
(a Corporation organized and existing under the laws of the State of Arkansas)
Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the time specified in the BID PROPOSAL FOR UNIT PRICES (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. Bid 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 _____
_____	_____

VII. 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 **Craighead Technology Park
Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project**. (Bid Number **2025:18**)

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.

VIII. 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	- \$1,000,000/occurrence
(Damage to or Destruction of Property)	- \$2,000,000/aggregate

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained,

the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

<u>PAYMENT TO CONTRACTORS</u>	
2025 SCHEDULE - CONTRACTED PROJECTS	
<u>Deadline for Invoice Submittal to Engineering</u>	<u>City of Jonesboro Payment Schedule</u>
Monday, December 30, 2024	Wednesday, January 8, 2025
Friday, January 31, 2025	Monday, February 10, 2025
Friday, February 28, 2025	Monday, March 10, 2025
Friday, March 28, 2025	Tuesday, April 8, 2025
Monday, April 28, 2025	Thursday, May 8, 2025
Friday, May 30, 2025	Monday, June 9, 2025
Friday, June 27, 2025	Tuesday, July 8, 2025
Tuesday, July 29, 2025	Friday, August 8, 2025
Friday, August 29, 2025	Monday, September 8, 2025
Friday, September 26, 2025	Wednesday, October 8, 2025
Friday, October 31, 2025	Monday, November 10, 2025
Friday, November 28, 2025	Monday, December 8, 2025

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

Each Change Order shall include in its final form:

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

GC.14 CLAIMS FOR EXTRA COST

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

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

result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by

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

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

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

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

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

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may

deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

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

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

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

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

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

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any

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

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

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

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

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

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

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

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

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and

all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

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

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

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and

construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

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

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

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

IX. 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)

*NOT APPLICABLE FOR THIS PROJECT

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.

X. 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 within the Craighead Technology Park on the CTP Industrial Lead Railroad at the intersection of Dr. Martin Luther King, Jr. Drive (AR HWY 18 S). 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 complete site preparation, drainage, excavation for railbed and construction of subgrade for the railroad realignment, concrete grade crossing, (4) gates, signalization & controls, and the railroad track materials and re-construction of new track. The new concrete grade crossing is in conjunction with the improvements to Dr. Martin Luther King, Jr. Drive under ARDOT Job #100657.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be the time as specified in the BID PROPOSAL FOR UNIT PRICES, 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 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 printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. 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:

THIS CONTRACT \$250.00 PER DAY ALL SECTIONS	
<u>Amount of Contract (N/A This Project)</u>	<u>Liquidated Damages</u>
Less than \$25,000.00	<u>Per Day</u>
	\$100.00

Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00
Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner

in any manner, for any land required outside the land provided by the Owner.

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed

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

SC.19 TESTING, INSPECTION AND CONTROL

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

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.22 LINES AND GRADES

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

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

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.
- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

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

SC.26 TEMPORARY FIELD OFFICE

*NOT APPLICABLE 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 **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**)

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 **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) 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 _____, 2022, agreed to construct the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) 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

XI. DIVISION 1 – GENERAL REQUIREMENTS

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TITLE

01150

MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT**1. GENERAL**

- 1.01 Measurement of and payment for all new materials, supplies, services, equipment, tools, plant, and labor furnished and all work completed in accordance with these Contract Documents shall be as shown on the drawings and adhere to the Burlington Northern Santa Fe Railroad Technical specifications for Industrial Tracks.
- 1.02 The prices herein agreed to for the performance of the work shown and as specified shall be inclusive, that is, the said prices shall include not only the doing of the work; but also, all costs in connection with the work and payment therefore; including the furnishing of all materials, equipment, supplies, and appurtenances; all construction plant, tools, and other equipment; services; and the performance of all necessary labor, superintendence, and administration required to fully complete the work. No item of work that is required for the proper and successful completion of the work, whether shown or not, shall be paid for outside of or in addition to the prices submitted in the Proposal except as specifically provided for in the Contract Documents.
- 1.03 All incidental work required by the Contract Documents, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the contract, and which the Engineer shall judge to be so included, shall be done or furnished by the contractor without extra compensation.

2. MEASUREMENTS

- 2.01 Measurement of all quantities shall be by the utilization of conventional methods and the standard units described.

3. PAYMENT

- 3.01 Payment to the Contractor of the prices bid in the Proposal shall be full compensation for the furnishing or the furnishing and installing of all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature necessary to execute, complete and deliver the work.

4. MEASUREMENT AND PAYMENT ITEMS

- 4.01 The items of work for which actual measurement and payment will be made are listed hereinafter by actual Proposal Item Number and general Proposal Item Description. Each item of work for measurement and payment shall define the method of measurement, the method of payment, and the general scope of work to be included.

4.02 SECTION I – RAILROAD SUBGRADE CONSTRUCTION

A. Item No. 1 – Undercut Track Section

The undercut excavation will be measured by the in-place cubic yard after the existing rail and crossties have been removed. Payment will be made at the unit price per cubic yard as listed in the Proposal and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the excavation to the grades as shown in the plans. The Contractor shall be responsible for offsite disposal of all excavated material. Once the design elevation has been obtained, the sub-grade must be compacted to 95% modified density prior to placing geotech fabric/grid layer.

B. Item No. 2 – Erosion and Sediment Control

This item will be paid for on a lump sum basis. The lump sum price shall include all labor, materials, tools, equipment and incidentals necessary to furnish all silt fences at the toes of new excavation, hay-bale or rip rap check dams, diversion ditches and other items needed to prevent the erosion of sediment. The price will also include the removal and/or replacement of erosion and sediment control where needed during the project. All new ditches shall contain rip-rap check dams at 25' intervals. All disturbed ground shall be seeded, fertilized, and mulched after final grading is complete. This item shall also include the SWPPP from the initial permitting through the completion of the project. The Contractor shall be responsible for the SWPPP reports and associated duties.

C. Item No. 3 – Geo-tech Fabric (Non-woven)/Geo-grid System

The geo-tech fabric/geo-grid system for the track bed shall be measured on a square yard basis of in-place material. Payment will be made at the unit price per square yard as listed in the Proposal. Additional material needed to account for the manufacturer's recommendations for overlap will not be measured or paid for, but is to be installed at the Contractor's expense. The fabric/grid shall be installed on properly prepared and compacted, finished sub-grade having direct contact with the sub-ballast layer. The fabric/grid shall be Tensar FG-60 (or approved equal).

D. Item No. 4 – Compacted Sub-ballast

The sub-ballast shall be measured on a cubic yard basis of in-place material and paid at the unit price as shown in the Proposal. The 12" section of compacted sub-ballast material must meet Burlington Northern Santa Fe Standards and be placed per specifications. This item will include all labor, materials, tools, transportation, equipment, and incidentals necessary to furnish, haul, place and compact the sub-ballast complete to the grade as shown on the plans. All compacted sub-ballast shall pass density tests before final acceptance is received.

E. Item No. 5 – 4" PVC Conduit w/ Pull Lines

The PVC conduit pipe shall be measured on a linear foot basis of installed pipe with the pull lines installed. Payment will be made at the unit price as listed in the Proposal. This item

shall include all materials, labor, tools, equipment, and incidentals necessary to furnish, excavate, and install the 4" PVC conduits with pull lines complete in the locations as shown on the plans. Ends shall be marked and protected from material infill and damages during construction,

F. Item No. 6a – Drainage Structures

The existing drainage pipes removal shall be measured on a lump sum basis. Payment will be made at the lump sum price as listed in the Proposal. This item will include all materials, labor, tools, equipment, and incidentals necessary to excavate, remove, and dispose of the 18" CMP pipes complete.

G. Item No. 6b – Drainage Structures

The new drainage pipes installation shall be measured on a linear foot basis of installed pipe with the riprap end protection. Payment will be made at the unit price as listed in the Proposal. This item will include all materials, labor, tools, equipment, and incidentals necessary to excavate, prepare subgrade, and install the 36" RCP (CL V) pipe complete with compacted backfill to the lines and grades as shown on the profile drawings (ARDOT). Contractor shall be responsible for any pipe damaged during completion of this item.

H. Item No. 7 – Temporary Grading & Drainage Reroute

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, materials, tools, equipment, and incidentals necessary to complete the temporary slope grading and ditch rerouting (45± LF) to maintain drainage from the existing 30" drain pipes to the new 36" RCP drain pipes. All disturbed areas are to be seeded and mulched after grading is completed (see item No.2).

I. Item No. 8 – Road Detour Plan, Signage/Control

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of preparing the detailed road detour plan, all required signed and controls(meeting MUTCD and ARDOT traffic control standards) and implementation of the plan at the appropriate phase of the Project for the temporary closure of Dr. Martin Luther King, Jr. Drive. The detour plan shall be based on the basic detour route as shown in the Plans. The contractor shall coordinate with the City and ARDOT during implementation of the detour plan.

J. Item No. 9 – Payment and Performance Bonds

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the proposal. The lump sum price shall include the cost of obtaining a surety bond for 100% of the contract price from an insurance company that is licensed to do business in the state of Arkansas and is able to cover 100% of the bid price.

* * * * *

4.03 SECTION II – INDUSTRIAL TRACK CONSTRUCTION

A. Item No. 21 – Remove Ex. Rail, Ties & Incidentals

This item will be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to furnish and construct the track complete from the top of the compacted sub-ballast to the finished industrial rail spur.

B. Item No.2–Furnish & Install New 136# Rail, Ties, Ballast, & Inc.

This item will be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to furnish and construct the track complete from the top of the compacted sub-ballast to the finished industrial rail spur. The unit price will be based on 136 pound new rail and will include all requirements of the construction such as 7"x9"x10' industrial grade ties on 19'5" centers, 8" ballast section, tie plates, bolts, anchors, angle bars, spikes, and any other items of work required by Burlington Northern Santa Fe Railroad for the construction. All final work must be tamped with a tamper equivalent in size to a 6700 tamper.

C. Item No. 3 – Realign Ex. Rail, Ties & Incidentals

This item shall be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to realign the existing rail, ties, ballast and incidentals complete. Any additional ballast required shall be included in the cost. Any material damaged during the realignment shall be replaced at the Contractor's expense. Any existing material damage found prior to the realignment should be pointed out to the Engineer before performing the work. All finished work shall be tamped with a tamper equivalent in size to a 6700 tamper.

D. Item No. 4 – Remove Existing Concrete Crossing Panels

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing concrete grade crossing panels complete. This item shall also include off-site disposal of the removed items. Contractor shall be responsible for any additional items damaged during the panel removal.

E. Item No. 5 – Install Concrete At-Grade Crossing Panels

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, material, tools, equipment, and incidentals necessary to furnish and install the pre-cast Concrete Grade Crossing Panels complete to the line and grade as shown on the plans. The price shall include all asphalt and any additional ballast/subballast required to construct the crossing complete to grade according

to BNSF specifications. The crossing shall include coverage for both the road and sidewalks as shown in the Plans and be 93 LF at a minimum.

H. Item No. 6 – Payment and Performance Bonds

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of obtaining a surety bond for 100% of the contract price from an insurance company that is licensed to do business in the state of Arkansas and is able to cover 100% of the bid price.

* * * * *

4.04 SECTION III – CROSSING SIGNALS

A. Item No. 1 – Remove Existing Signal Box & Incidentals

This item shall be measured as a lump sum item and payment will be made at the lump sum price as listed in the Proposal. The price shall include all labor, materials, tools, equipment, and incidentals necessary to complete the removal of the existing signal box and all incidentals. The Contractor shall be responsible for offsite disposal of all removed materials. The equipment that can be salvaged shall be delivered to the City of Jonesboro, AR. This item of work shall NOT be performed until the new signal box is installed, connected to the signals, and tested.

B. Item No. 2 – Install New Signal Box & Incidentals

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new enclosure shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The system shall include solid state constant warning equipment. The batteries shall be maintenance free, lead acid type with automatic chargers. The cabinet shall be in service prior to removing the equipment in pay item No.1.

C. Items No. 3 & 5 – Install Permanent Foundation with Temporary Signal Post and Gates

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new concrete foundation shall be of adequate size and design to support the final signal post and gate. The temporary gate shall be sufficient to control one lane of traffic. The signals and system shall have integrated solid state light and gate controls. Gate signal shall include General Signal, Inc. (GSI) Gate Keeper.

D. Items No. 4 & 6 – Install Permanent Foundations with Signal Post and Gates

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new concrete foundation shall be of adequate size and design to support the signal post and gate in the location shown on the plans. Each Type III gate shall be sufficient to control one lane of traffic. The signals and system shall have integrated solid state light and gate controls. Gate signal shall include General Signal, Inc. (GSI) Gate Keeper.

E. Items No. 7 & 8 – Install Permanent Signals and Gates on Existing Foundation

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The final flashers and gates shall be Type III gates and flashers with gates lengths as shown to control the traffic lanes. The final installation shall include all lane markings and signage at the crossing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

F. Items No. 9 – Mobilization

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. Due to the nature of the Project, the signal work will be phased with the road construction. The conduits will be installed during the subgrade work by the dirt contractor during a phase. The signal work will move from the West side of the road to the East side of the new road, and then the final installation will be performed once the middle turning lane is completed. The signal contractor will have to mobilize to the project site four separate times to complete items of work.

G. Items No. 10 – Electrical and Signal Design Items, complete

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The design shall be completed and shown on prepared As-Built drawings for the City of Jonesboro. All required documentation to be stored in the new cabinets for performing maintenance and inspection on the signal-gate system shall also be included in this item.

* * * * *

XII. TECHNICAL SPECIFICATIONS

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TITLE

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications) if specified
DIV 17	Railroad Roadbed Construction
DIV 18	BNSF Railway – Guidelines for Industry Track Projects

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.

DIVISION 17
RAILROAD ROADBED CONSTRUCTION

1. CLEARING AND GRUBBING

1.01 DESCRIPTION

This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of weeds, fences, structures, old railroad including ties and rail, debris and rubbish of any nature, natural obstruction or such material which in the opinion of the Engineer is unsuitable for the foundation of strips or other requirements, including the grubbing of stumps, roots, matted roots, foundations and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning.

2. CONSTRUCTIONS METHODS

2.01 GENERAL

The areas denoted on the drawings to be cleared shall be flagged on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the removal of top soil operations.

All spoil materials removed by clearing and grubbing shall be disposed of by burning, when permitted by local laws. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction and acquire any necessary permits.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the construction limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view.

No blasting shall be permitted in the clearing and grubbing operation.

2.02 CLEARING AND GRUBBING

In areas designated to be cleared and grubbed, all stumps, roots, buried lots, brush, weeds and other unsatisfactory shall be removed. Where embankments are to be made, all unsatisfactory materials shall be removed.

Fences shall be removed and disposed of when directed by the Engineer. Fence wire shall be neatly rolled and wire and posts stored on the site and to remain the property of the Owner.

Any building and miscellaneous structures within the cleared and grubbed area shall be demolished or removed, and all materials there from shall be disposed of either by burning or removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down of at least 2 feet below the existing surrounding ground. Any broken concrete, blocks or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Section 17050. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

* * * * *

1. DESCRIPTION

1.01 GENERAL

This item covers excavation, disposal, placement and compaction of all materials within the limits of the work required to construct railroad roadbed, other areas for drainage or other purposes in accordance with these specifications and in conformity to the dimensions and typical section shown on the drawings.

A. Classification – All material excavated shall be unclassified. The excavation shall be used as a part of the embankment or removed from the site and disposed of at the Contractor's option. The excavation placed in the embankments shall be accomplished only with materials that are suitable and meet the requirements of these specifications.

1.02 STRIPPING

Any material containing vegetable or organic matter, organic silt or sod shall be considered unsuitable for use in embankment construction. A minimum of the top 6 inches of existing ground in both cut and embankment areas shall be stripped. Material, when approved by the Engineer as suitable to support vegetation, may be used on the embankment slopes and seed bed for side slopes.

2. CONSTRUCTION METHODS

2.01 GENERAL

Before beginning excavation, grading and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Section 17000.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the drawings. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the roadbed, unless specified on the drawings or approved by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archaeological significance, the operations shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the roadbed areas in which the top layer of soil material has become compacted, by hauling or other activities or the Contractor, shall be scarified and disked to a depth of 4 inches in order to loosen and pulverize the soil. These areas shall then have seeding and fertilization applied.

2.02 EXCAVATION

No excavation shall be started until the work has been staked out by the Contractor, and the Engineer has obtained elevations and measurements of the ground surface. All suitable

excavated material shall be used in the formation of embankment, subgrade or for other purposes shown on the drawings. All unsuitable material shall be disposed of as shown on the drawings.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from off-site borrow pits of materials that are suitable and acceptable to the Engineer.

A. Undercutting – Rock, shale, hardpan, loose rock, boulders or other materials unsatisfactory for the roadbed shall be excavated to a minimum depth of 8 inches, or to the depth specified by the Engineer, below the subgrade. Muck, matted roots or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the drawings.

The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas and thoroughly compacted by rolling. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the drawings. Geo-grid use shall be determined in a case-by-case inspection.

B. Overbreak – Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his decisions shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as “Unclassified Excavation”.

C. Compaction Requirements – the finished grades shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density and determined by ASTM D 1557 (Modified Proctor Test).

No payment will be made for suitable materials removed, manipulated and replaced in order to obtain the required depth of density.

The in-place field density shall be determined in accordance with ASTM D-2922 (Nuclear Method). Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

2.03 DRAINAGE EXCAVATION

Drainage excavation shall consist of excavating for drainage ditches along the roadbed, and as shown on the drawings. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting

adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

2.04 SURPLUS EXCAVATION

The material excavated and not required by the construction of the embankments shall be stockpiled separately from the top soil. The surplus matter shall be stockpiled at the locations shown on the drawings. The stockpile shall be such that rain water will not pocket on the surface. The crown of the stockpile shall be sloped to provide drainage.

2.05 PREPARATION OF EMBANKMENT AREA

Where an embankment is to be constructed, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.06.

No direct payment shall be made for the work performed under this paragraph.

2.06 FORMATION OF EMBANKMENTS

Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing or other unsatisfactory conditions of the field. The Contractor shall drag, blade or slope the embankment to provide proper surface drainage.

The material in the layer shall be within ± 2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 100 cubic yards. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density as determined by ASTM D 1557 (Modified Proctor Test).

On all areas outside of the roadbed areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2922.

Compaction areas shall be kept separate and no layer shall be covered by another until proper density is obtained.

During construction of the embankment, the Contractor shall route his equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay or other chunky soil material will be broken up into small particles and become incorporated with other materials in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and other material shall be incorporated under the roadbed areas. Stones or fragmentary rock larger than 4 inches in their greatest dimension will not be allowed in the top 6 inches of the subgrade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock boulders shall not be disposed of outside the excavation or embankment areas, except at places and the manner designated by the Engineer.

When the excavated material consists predominately of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished subgrade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

Separate measurement of payment for compacted embankment and all costs incidental to placing in layers, compacting, diskings, watering, mixing, sloping and other necessary operations for construction of embankments will be included in the unit price bid for the compacted embankment.

2.07 FINISHING AND PROTECTION OF SUBGRADE

After the subgrade has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the drawings.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and recompacted.

No top soil shall be placed on the subgrade side slopes until the subgrade has been accepted by the Engineer.

2.08 HAUL

All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract lump sum price. No payment will be made separately or directly for hauling of any part of the work.

2.09 TOLERANCES

In those areas upon which a top soil is to be placed, the top of the subgrade shall be of such smoothness that when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1 inch, or shall not be more than 0.08-foot from the true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding or removing materials; reshaping; and recompacting by sprinkling and rolling.

2.10 TOP SOIL

The top soil shall be salvaged from stripping or other grading operations. The top soil is the surface soil containing grass and organic type materials. At the time of excavation or stripping, the top soil cannot be placed in its proper and final section or finished construction, the materials shall be stockpiled at designated locations. Stockpiles shall not be placed within the improvements area and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged top soil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling. Upon completion of grading operations, stockpiled top soil shall be placed as required on the fore and back slopes of the roadbed.

No direct payment will be made for top soil as such under this Section. The quantity removed and placed directly or stockpiled shall be included in the unit price bid for the "Compacted Embankment".

* * * * *

1. DESCRIPTION

A. General

This item shall consist of reinforced concrete drainage pipe to be located as shown on the drawings. All concrete culverts shall be in accordance with the American Railway Engineering and Maintenance of Way Association (AREMA) specifications chapter 1, part 4, Culverts.

B. Materials

a. Pipe – pipe shall be of the type, size, and class as shown on the plans.

b. Reinforced Concrete Culvert Pipe – reinforced concrete culvert pipe shall conform to the requirements of the specifications for reinforced concrete culvert pipe, ASTM C-76. Installation shall be made with circular pipe conforming to the requirements for class III, class IV, class V, R-wall or C-wall of the ASTM C-76 specification. All wall thickness to be used shall meet AREMA specifications.

c. All precast flared end sections shall conform to ASTM C-76. Toe walls required shall conform to AASHTO M-170.

1) All precast Bends, Wyes, and Tees shall comply with ASTM C-76, AASHTO M-170 or Federal Specification SS-P-375.

d. Fine and coarse aggregates for the concrete mixture shall comply with the requirements of ASTM specifications.

1) Cement shall comply with the requirements of ASTM C-150.

2) Steel shall comply with the requirements ASTM C-185.

3) Joint sealing material, plastic type, shall comply with ASTM C-990, AASHTO M-198, or Federal Specification SS-S-210A.

e. D-load design pipe shall conform to ASTM C-655.

f. Preform tape-type plastic compound shall be applied in accordance with the manufacturer's recommendations.

* * * * *

1. DESCRIPTION

GENERAL

This item shall consist of temporary control measured as shown on the drawings or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, gravel, mulches grasses, slope drains and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measured for the Site to the extent practical to assure economical, effective and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as equipment and material storage sites and waste areas.

The project will require a Construction Storm Water Permit from the Oklahoma Department of Pollution Control and Ecology. The permit will be secured by the Owner. The permit shall include the Contractor's methods of controlling the storm water discharges.

2. MATERIALS

2.01 GRASS

Grass which will not compete with the grasses sown later for permanent cover shall be a quick-growing species such as ryegrass, Italian ryegrass, or cereal grasses suitable to the area providing a temporary cover. The application method shall be by hydro-seeding.

2.02 MULCHES

Mulches may be hay, straw, netting, bark, wood chips or other suitable material reasonable clean and free of noxious weeds and deleterious materials.

2.03 FERTILIZER

Fertilizer shall be a standard commercial grade and shall conform to all Federal and State regulations and to the standards of the Association of Official Agricultural Chemists.

2.04 SLOPE DRAINS

Slope drains may be constructed of pipe, rubble or other materials that will adequately control erosion.

2.05 OTHER

All other materials shall meet commercial grade standards and shall be approved by the Engineer before incorporated into the project.

3. CONSTRUCTION REQUIREMENTS

3.01 GENERAL

In the event of conflict between these requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations and construction work are involved.

3.02 SCHEDULE

Prior to start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; and ditches excavation/ The Contractor shall also submit a proposed method of erosion and dust control on haul roads and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

3.03 AUTHORITY OF ENGINEER

The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize containment or adjacent streams or other water courses, lakes and ponds.

3.04 CONSTRUCTION DETAILS

The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that are needed prior to installation of permanent control features or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Engineer may limit the area of clearing and grubbing, excavation, borrow and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such permanent control measures current in

accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer, such work shall be performed by the Contractor.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptable maintained by the Contractor during the construction period.

Whatever construction equipment must cross water courses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations and other harmful materials shall not be discharged into or near rivers, streams and impoundments or into natural or manmade channels leading thereto.

* * * * *

1. INDUSTRY SUB-BALLAST

1.01 DESCRIPTION

Sub-ballast – This item shall consist of a foundation course for a typical railroad roadbed and shall be composed of either caliche, argillaceous limestone, granite, conglomerate, gravel, crushed slag or other granular materials.

1.02 MATERIAL REQUIREMENTS

The materials shall meet the requirements herein after specified. Aggregate retained on a No. 10 sieve shall consist of hard, durable particles or fragments of stone, gravel, sand or slag. Materials that break up when alternately frozen and thawed or soaked and dried shall not be used. Allowable wear, based on the Los Angeles abrasion test, shall not be greater than 50%. A higher or lower percentage of wear may be specified by the Engineer.

1.03 GRADATIONS

It is the intent of this specification that the sub-ballast shall consist of gradation as set forth in the following table:

SIEVE SIZE	2"	1"	¾"	No. 10	No. 40	No. 200
% Pass (optimum)	-100	95	67	38	21	7
% Pass (permitted)	-100	90-100	50-84	26-50	12-30	0-10

1.04 DESIGN REQUIREMENTS

Sub-ballast will be used as indicated by the following charts or as directed by the Engineer. The Contractor will furnish the Engineer with sieve results for the material to be used.

SUB-BALLAST WILL NOT BE REQUIRED WHERE SUBGRADE MATERIAL SIZES ARE NOT SMALLER THAN THE FOLLOWING GRADATIONS.

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
0 -----	200 -----	.08
20 -----	100 -----	.16
38 -----	60 -----	.26
64 -----	40 -----	.42
89 -----	20 -----	.85
100 -----	10 -----	1.08

8" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIAL SIZES ARE SMALLER THAN LISTED ABOVE, BUT NO FINER THAN THE GRADATIONS LISTED BELOW.

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
19 -----	200 -----	.08
74 -----	100 -----	.16
92 -----	60 -----	.26
100 -----	40 -----	.42

12" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIALS HAVE A GRADATION SMALLER THAN LISTED ABOVE.

1.05 CONSTRUCTION METHODS

A. Preparation of Subgrade – The roadbed shall be shaped in conformity with the typical sections shown on drawings and to the line and grades provided by the Engineer. All unstable or otherwise objectionable material shall be in an acceptable condition to receive sub-ballast material. A minimum of 6" shall be stabilized and compacted prior to placing sub-ballast.

B. Lift Thickness – The sub-ballast shall be constructed in two or more lifts of approximate equal thickness. The maximum compacted thickness of any one lift shall not exceed 6 inches and shall be compacted to not less than 95% of the maximum density and to within $\pm 2\%$ of the optimum moisture content as determined by ASTM D 1557.

C. Compaction – If the material is laid and compacted in more than one lift, the Contractor shall plan and coordinate his work in such a manner that the previously placed and compacted lifts be allowed ample time for curing and development of sufficient stability before vehicles hauling materials for the succeeding lifts or other heavy equipment are permitted on the sub-ballast. Prior to placing the succeeding lifts of materials, the surface of the lower lift shall be sufficiently moist to ensure a strong bond between the lifts. The edges and/or edge slopes of the sub-ballast shall be bladed or otherwise dressed to conform to the lines, grades and dimensions shown on the drawings.

* * * * *

1. DESCRIPTION

1.01 GENERAL

This item shall consist of a woven (or non-woven as required), highly durable construction fabric installed on top of the compacted subgrade for track-bed stabilization, including the functions of separation, confinement, drainage and load distribution for the sub-ballast section.

1.02 MATERIALS

The stabilization fabric shall be a woven (or non-woven as required) fabric consisting only of long chain polymeric filaments such as polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride formed into a stable weave such that the filaments retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals in the environment. The fabric shall also be stabilized against sunlight deterioration and protected against raveling by mechanically sealed edges.

A. Fabric Properties – The fabric shall conform to the properties shown below:

<u>Fabric Property</u>		<u>Test Method</u>	<u>Fabric Requirements (Min. Shpt. Avgs.)</u>
I. Resistance to Installation Stresses			
a.	Grab Tensile Strength, lbs.	ASTM-D-1682-64	300
b.	Grab Tensile Elongation, %	ASTM-D-1682-64	15
c.	Burst Strength, psi	ASTM-D-751-68 (Diaphragm Method)	650
d.	Trapezoid Tear Strength, lbs.	ASTM-D-2263-68	120
II. Performance Criteria During Service Life			
a.	Equivalent Opening Size, U.S. Standard Sieve	CW-02215-77*	30-60
b.	Water Permeability, k, cm/sec	H, 20 cm to 10 CM*	0.01
c.	Modulus (Load at 10% Elongation), lbs.	ASTM-D-1682-64	150
d.	Abrasion Resistance, lbs.	CW-02215-77*	130
e.	U.V. Resistance, %	ASTM D4355 @ 500 hrs.	90
*Corps of Engineers Methods			
III. Resistance to Environmental			
a.	Mildew, Rot Resistance, % Strength Retention	AATCC-30-74	100
b.	Insect, Rodent Resistance, % Strength Retention	AATCC-24-74	100

Geotextile woven fabric shall be CONTECH 300C, MIRAFI 600X, or an approved equal. Non-woven shall be CONTECH C60 or approved equal. Contractor shall supply the Engineer with the appropriate submittals prior to placing final bid. Any material that failed to be received prior acceptance by the Engineer shall not be usable on the project.

2.02 Grid Material

The geo-grid material shall be punched from polypropylene sheets. The pattern shall be such as to create three equilateral directions across the material. The material shall be resistant to chemical degradation, ultra-violet light, and weathering. The apertures shall be triangular.

The geo-grid shall be a Tensar Tri-Ax TX 160 geo-grid or an approved equal.

* * * * *

BNSF RAILWAY COMPANY

GUIDELINES FOR INDUSTRY TRACK PROJECTS



Engineering Services

Track & System Design

2600 Lou Menk Drive, Fort Worth, TX 76131

July 2023



Design Guidelines for Industry Track Projects

July 2023

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1. General Procedure for Industrial Track Projects

The purpose of this chapter is to guide the process for the development of industry tracks and facilities. Buildings and tracks other than industrial need to follow BNSF's Main Line Design Guidelines for Track Projects.

- 1.1. Industrial Site Types:** BNSF Customers should be familiar with the various site location options that are covered by these guidelines.

1.1.1. LOGISTICS PARKS

Warehouse and distribution space located at BNSF intermodal facilities. The BNSF Logistics Park strategy uses an intermodal hub to anchor distribution centers nearby, enabling us to partner with trucking companies and ocean carriers and provide streamlined supply chain solutions that connect manufacturers and retailers to their markets.

1.1.2. LOGISTICS CENTERS

BNSF-owned industrial parks that offer direct rail service. Logistics centers offer direct-rail service in multi-customer, multi-commodity business parks. These sites are rough-graded for commercial viability and ready for the customer to finish grade and construct their facilities.

1.1.3 CERTIFIED SITES

Private parks ready for development along our network and verified by a vigorous review process. BNSF's Site Certification Program identifies optimal rail-served sites and conducts in-depth reviews of ten economic development criteria to determine if the site meets BNSF's stringent readiness standards, which are intended to minimize development risks customers may face.

- 1.2.** Customer will contact BNSF's Economic Development (ED) representative. Contact information can be found at <https://www.bnsf.com/ship-with-bnsf/rail-development/build-rail-served-facility/>.

- 1.3.** After contacting the BNSF ED representative, the customer will be asked to provide a conceptual layout for the project. This layout should include property boundaries, existing buildings and roads, and a general location of where the proposed tracks will be located.
BNSF will consider the feasibility of constructing the project at the desired location along with operating issues related to product origins and destinations. BNSF will prepare a scaled track layout (project schematic) based on the customer's concept to ensure the desired operation meets design standards. The project schematic will identify both BNSF's and the customer's scopes of work, and then be shared with the Customer (see Appendix, page A-12 for an example). After BNSF approval of the opportunity (New Business Review) the customer will be provided a cost estimate for BNSF's track and signal work.

- 1.4.** The Customer may use a designer or contractor of its choice to prepare the track plans. Survey on BNSF right-of-way will require the application of a temporary occupancy permit (see "Requirements for Working on BNSF Right of Way"). The project schematic should be used as a guide for preparing the industrial track plan. Plans should be complete with all the items in the "Final Track Plan Checklist" included. Questions concerning these guidelines should be directed to the BNSF Engineering representative. Customers are encouraged to reference this document, including standard plan drawings, in the construction specifications. BNSF Engineering will review and approve the track design, and if there are significant changes from the original project schematic, the plan may need to be reviewed by other BNSF departments.

- 1.5.** BNSF Engineering will communicate directly with the Customer regarding any plan revisions. Any

revisions will be documented on the prints and communicated in writing to the Customer. BNSF Engineering will notify ED when the industrial track plan has been reviewed and approved.

- 1.6. BNSF Engineering will prepare a cost estimate, chargeable to the Customer, which includes ***BNSF's portion of track and signal construction, as well as an appropriated amount for an Inspector/Coordinator for construction monitoring purposes.*** The cost estimate does not include flagging charges as they can vary significantly based on the approach adopted by the customer's contractor. In general, BNSF will construct from point of switch to the 14-ft clearance point for manual switches, and from the point of switch to just beyond the power derail and the approach signal for powered switches. The Inspector/Coordinator will serve as a BNSF representative related to grading on BNSF R/W, utility drops, turnout installation schedules and customer track construction inspection.
- 1.7. Upon receiving the Firm Bid Cost Estimate, ED will present the formal industrial track package, including all agreements and cost proposal, to the Customer for consideration.
- 1.8. Upon Customer's acceptance of the proposal (check, fully executed agreements, and submittal of the final plans) ED will notify all concerned the project has been approved and funded.
- 1.9. The final plans must be approved by BNSF Engineering prior to the execution of the contractor's right of entry, which limits when work can start on BNSF property. Materials for BNSF's portion of the project are then ordered, work scheduled, and construction completed, which can take up to 27 weeks. Customers should note that turnout construction pads must be completed 6 weeks or more (dependent on territorial restrictions) before the target construction completion timeline to allow time to deliver, assemble, and install the turnout at the designed location.

Following is the timeline for a typical industry track project:

STAGE	ACTIVITY	START	END	TIMELINE
1	New opportunity conceptual layout request	Conceptual layout request received	Conceptual layout delivered to ED Mgr.	1 week
2	New Business Review (internal BNSF assessment)	NBR created	NBR completed	2 weeks
3	Project schematic approval & cost estimate preparation	NBR completed notification	BNSF cost estimates completed	9 weeks
4	Customer acceptance & payment	Proposal letter sent	Check deposited	9 weeks
5	Request for capital	Check deposited / CPAR approved	AFE approved	3 weeks
6	Track & signal materials ordered and delivered	AFE approved	Track and signal material delivered	17 weeks
7	Track & signal construction	Customer agreements & contracts executed	Track and signal construction complete	13 weeks
8	Engineering & Construction complete	Final customer track inspection completed	Actual project in service date entered in ESI	2 week
9	Customer moves cars into facility Project Closeout	Actual project in service date entered in ESI	CDI, CRF & Credit complete	1 week
	Total Engineering and Construction timeline			57 weeks

2. Standards for Industrial Trackage (Carload, or Non-Unit Facilities)

2.1 Roadbed: Roadbed and ballast section for industrial trackage shall conform to the special roadbed section (see Appendix, page A-13), and to the ballast material requirements on page 27.

2.2 Curvature: Usual maximum degree of curve for tracks operated on and/or maintained by BNSF shall not exceed 10° (574.69' radius). All curves are defined using the chord definition. Minimum tangent lengths between reversing curves must meet AREMA Chapter 5, Table 5-3-11. No turnouts (switches) can be placed in a curve.

Curves exceeding 10° will require review and approval from BNSF Engineering. Such curves may require mitigation measures, at BNSF's discretion:

		Carload, or Non-Unit Facilities		
Curvature	< 7°30'	7°30' to <10°	10° to 14°30'	> 14°30'
Mitigation(s) Required	None; premium fasteners preferred	Premium Fasteners	Premium Fasteners	No cars longer than 85'
			Tie integrity: Class 3 tie condition	Premium Fasteners
			Rail size per BNSF EI Table 6-2	Tie integrity: Class 5 tie condition
				Tie plate cutting/rail seat abrasion per BNSF EI 7
				Rail wear per BNSF EI 6 Table 6-1
				Rail size per BNSF EI 6 Table 6-2
				Optional:
				Gage face lubrication
				Top of rail friction modifier

2.3 Profile Grade: Track profile grades shall be limited to a maximum of 1.5%.

2.4 Vertical Curves: Vertical curves must be provided at break points in profile grade. The rate of change shall not exceed 2.0 in summits or sags. Vertical curves shall not extend into limits of turnout switch ties. See Appendix, pages A-47 and A-48 for BNSF's standard for vertical curves.

2.5 Track: Recommended rail section is 115-lb. or greater. See Page 26 for further information on rail sections. Hardwood ties shall be new 7" X 8" (No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers with a 6" ballast section. Rail anchorage shall be provided at a minimum rate of 16 anchors per 39' panel. Continuous welded rail (CWR) shall be box-anchored every other tie. Concrete ties can be spaced at 28" center to center with an 8" ballast section. CWR is recommended when using concrete ties. M-8 steel ties (8mm or 5/16" section) can be used in non-unit facility tracks and are spaced at 24" centers with 8" ballast section.

2.6 Turnouts: All main line, controlled siding and passing track turnouts will be a minimum new No. 11-141 lb. and include either a spring-rail frog or a rigid, railbound manganese frog, as specified by BNSF Engineering. For other turnouts maintained by BNSF, the size and weight will be determined dependent upon the transportation commodity, with a No. 11-141 lb. recommended, and a No. 9 - 115 lb. as the minimum (see Appendix, pages A-18 to A-35). Main line turnout switch ties shall be new and hardwood. All mainline, controlled siding and passing track turnouts and trackage are to be placed by BNSF personnel out to the 14' clearance point.

Mainline, controlled siding and passing track turnouts will require the placement of a construction pad alongside the track to allow assembly of the turnout, with no disruption to traffic. After the turnout is assembled, a track window is obtained to remove the trackage and insert the turnout. An example of a construction pad is shown in the Appendix on page A-16. For turnouts placed off of BNSF property and/or maintained by the Customer, and operated by BNSF, the recommended minimum is a No. 9 - 115 lb. All switch stands need to include a "30 Degree" handle (see Appendix, page A-37), and a target with alternating green and yellow colors indicating switch position (page A-38).

Switch heaters are required for mainline turnouts where snow and ice present operational challenges. If a power turnout requires a switch heater, the power derail will require one also. The cost estimate will include installation of the switch heaters when required.

Mainline turnouts must be placed at least 200 feet from the end of a mainline curve. Industry turnouts within the facility must be placed at least 50 feet from the end of any curve.

Minimum tangent lengths from PT of equivalent turnout curve to any curve at the heel end of a turnout shall not be less than AREMA Chapter 5, Table 5-3-11

2.7 Derails: A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point or sliding derail with crowder (see BNSF Standard Plan 2400) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM.

A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A "Derail" sign needs to be placed next to the derail, BNSF Standard 3028 or otherwise approved.

2.8 Structures: Bridges, drainage structures, track hoppers, retaining walls, etc. shall be designed to carry Cooper E-80 live load with diesel impact. Structures shall be designed per American Railway Engineering and Maintenance of Way Association (AREMA) Manual chapters 1, 7, 8, or 15 as applicable, and designed by a licensed engineer. See AREMA standards for unloading pits (Chapter 15, Section 8.4). All structural plans will need to be reviewed and accepted by BNSF Engineering. Gratings covering open pits must be bolted in place.

If a project creates the need for existing structures (including BNSF's structures) to be modified, the modifications shall be accounted into the customer's scope of work of the project, subjected to BNSF's review and approval. For drainage related structures, additional information is included in "Culverts" section within the "Specifications for Construction of Industry Trackage by Private Contractor" chapter.

2.9 Road Crossings: The standard for a road crossing surface installed and maintained by the BNSF is

concrete plank (for 141-lb. rail) placed on 10-ft. switch ties. Also, ten each 10-ft. switch ties are placed on both ends of the crossing, replacing any standard crossties. For crossings installed and maintained by the Customer, a concrete plank is recommended, with a wood plank surface as acceptable (see Appendix, pages A-41 to A-43).

2.10 Clearances: BNSF will adhere to the "Clearance Requirements by State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. All effort should be made to provide adequate clearances. In the event clearances cannot be provided for as prescribed, warning signs will be installed and they must be illuminated at night (see Appendix, page A-46). Any clearances not meeting State or BNSF requirements must be reviewed and approved by BNSF Engineering.

All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.

All new tracks constructed will maintain a minimum distance of 25 feet for track centers from any main track, controlled siding or passing track. New tracks adjacent to other tracks will maintain a minimum distance of 14 feet for track centers.

At road crossings the set-back distance for storing rail cars on multiple adjacent tracks (track centers less than 25') is 250 feet from the edge of roadway. For single tracks, the setback distance varies for each state and is regulated by the states' appropriate agencies, **but 150 feet from the edge of roadway is the minimum.** However, operating conditions may require greater distances.

2.11 Walkways: Walkways on bridges and adjacent to switches and trackage are governed by the appropriate State Public Service Commission, Railway Commission, or other State and/or Federal agencies. However, the example on page A-11 depicts requirements for most states. Walkway ballast shall be BNSF Class 2 (AREMA Size 5) and no larger than 1" in size (ballast gradation shown on page 24).

2.12 Signals and Utility Service: **Customer shall provide electrical service to BNSF property should the proposed trackwork require power for the signal facilities.** The requirement and locations will be identified by BNSF Engineering and communicated to the customer. If the service will include providing power to one or more switch heaters, a minimum of 200 Amp, Single Phase, 120/240-volt service, with meter socket and service disconnect is required. The service disconnect shall be a minimum of 200 amp, 2 pole breaker by either Cutler Hammer or Square D (QO style), with the meter socket requirement as per the power company specifications. No additional electrical panels are necessary as BNSF will take a feeder from the load side of the 200-amp service disconnect switch. The service may be either overhead or underground. All electrical installations will be made in accordance with the prevailing State/local electrical code(s), or if there is none, the current edition of the National Electrical Code will govern the installation. If an electric switch heater is not involved, 100 Amp service will be sufficient.

Customer shall also provide natural gas service to BNSF property should the proposed trackwork require the installation of one or more switch heaters. The requirement and locations will be identified by the BNSF project representative. The service shall be capable of delivering 600- 900 thousand BTUs per heater per location required. The actual pressure shall be requested from BNSF for each project specifically (typical pressure should be around 6 psi).

2.13 Inspection of Materials and Track: BNSF's Engineering representative should inspect all track materials prior to placement to avoid subsequent removal of sub-standard material. BNSF personnel will inspect the completed track before placing it into service.

2.14 General:

- 2.14.1** Loading and unloading tracks must be designed so that they are completely independent of railroad operating lines and passing tracks such that loading and unloading operations in no way interfere with train operations. Design of trackage must be approved by BNSF Engineering.
- 2.14.2** Utility installations may require a permit. Refer to "BNSF Utility Accommodation Policy" booklet (<https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf>). Pipelines under track are to be encased per BNSF requirements. Wirelines are to be installed per BNSF requirements. Utilities within 50 feet beyond the end of track must be underground and protected as if they were under the track.
- 2.14.3** The effect on sight distance must be considered when planning construction of trackage in the vicinity of any grade crossings. The required sight distance should be determined and preserved when performing and designing for construction near any grade crossing. Less than the required sight distance will be the liability of the Customer.
- 2.14.4** Maintenance of Way Operating Rule No. 6.32.4: "Leave cars, engines, or equipment clear of road crossings and crossing signal circuits. If possible, avoid leaving cars, engines, or equipment standing closer than 250 feet from the road crossing when there is an adjacent track (<25' track centers)."
- 2.14.5** The effect on queuing distance of a crossing must be considered when planning the extension of a track across a grade crossing. The proposed plans shall not cause vehicles to be trapped in between tracks, cause vehicles to have to stop on a track while waiting in queue for a crossing to clear, or to cause excessive highway congestion by reducing the queuing distance of an existing crossing. Adding new public crossings or adding more tracks to an existing public crossing will be reviewed by BNSF Engineering and the appropriate entity with jurisdiction over the crossing (Typically the State's Department of Transportation).
- 2.14.6** An earthen berm (see Appendix, page A-17) or suitable bumping post shall be installed at the end of track. Also, a red retro-reflective marker shall be placed at the end of track.
- 2.14.7** Customer is responsible for all grading including placing all subballast up to BNSF ballast and the placement of a construction pad. BNSF rough site grading is for general commercial viability. Customer understands that they may need to perform additional grading based on customer needs for operation of their location.
- 2.14.8** Customer is to acquire any additional property required to construct grade and drainage. If the proposed trackage or facility will increase runoff onto BNSF property, a detailed drainage plan needs to be submitted for review prior to construction. Drainage should be handled in a manner as not to increase current drainage structures on BNSF property.
- 2.14.9** Contractor must not at any time foul the main line tracks. A BNSF flagman will be required, at the Contractor's expense, when working within 25 feet from centerline of the track, which would include, but not limited to, work that could foul a track, such as with a large crane, excavation activities that could undermine a track, and overhead wire work which could potentially fall onto the track. Billing for the flagman is separate from the cost for BNSF portion of the track work. Current cost for BNSF flagging is approximately

\$1,800 per day with billing based on actual charges.

2.14.10 Appropriate access must be provided for BNSF to drive an SU-40 maintenance truck(See AASHTO's "A Policy on Geometric Design of Highways and Streets", a.k.a. the "AASHTO Green Book") to the proposed installations to be installed and/or maintained by BNSF or other existing BNSF infrastructure. If switch heaters are required at locations where the installation of a natural gas supply is infeasible, the access must be sufficient for refueling trucks to access the switch heater area. Depending on the location and the fuel providers of the region, refueling trucks may exceed the size of a SU-40 vehicle. Additional requirements related to the backing up of vehicles may be active in certain operating regions, which affects turnaround designs. Consult your project representative for additional region-specific requirements.

3. Standards for Unit Train/Loop Facilities

3.1 Roadbed: Roadbed and ballast section for industrial trackage shall conform to the special roadbed section (see Appendix, page A-13), and to the ballast material requirements on page 24.

3.2 Curvature: Maximum degree of curve shall not exceed 7°30' (764.49' radius). All curves are defined using the chord definition method. Minimum tangent lengths between reversing curves must meet AREMA Chapter 5, Table 5-3-11. No turnouts (switches) can be placed in a curve. Curves exceeding 7°30' will require review and approval from BNSF Engineering. Such curves may require one or more of the following mitigation measures, at BNSF's discretion:

Unit Train				
Curvature	< 7°30'	7°30' to < 10°	10° to < 14°30'	≥ 14°30'
Mitigation Required	None; premium fasteners preferred	Premium Fasteners	Premium Fasteners	No cars longer than 85'
			Tie integrity: Class 3 tie condition	Premium Fasteners
			Tie plate cutting/rail seat abrasion per BNSF EI 7	Tie integrity: Class 5 tie condition
			Rail wear per BNSF EI Table 6-1	Tie plate cutting/rail seat abrasion per BNSF EI 7
			Rail size per BNSF EI Table 6-2	Rail wear per BNSF EI Table 6-1
				Rail size per BNSF EI Table 6-2
				Optional:
				Gage face lubrication
				Top of rail friction modifier

3.3 Profile Grade: Track profile grades shall be limited to a maximum of 1.5%. For loop tracks, the maximum grade will be 0.5%. Other restrictions may be defined for individual projects. A flat grade (0.0%) should be maintained through loading/unloading areas, with a maximum 0.20% grade sloping downwards away from BNSF main or connecting track.

3.4 Vertical Curves: Vertical curves must be provided at break points in profile grade. The rate of change shall not exceed 1.0 in summits or 0.5 in sags. Vertical curves shall not extend into limits of turnout switch ties. See Appendix, pages A-47 and A-48 for BNSF's standard for vertical curves.

3.5 Track: For New Unit Train Facilities minimum rail section is 115-lb and continuous welded rail (CWR) is recommended. Hardwood ties shall be new 7" X 8" (No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers with a 6" ballast section. Rail anchorage shall be provided at a minimum rate of 16 anchors per 39' panel. Continuous welded rail (CWR) shall be box-anchored every other tie.

Concrete ties can be spaced at 28" center to center with an 8" ballast section. CWR is recommended when using concrete ties. M-10 steel ties (10mm or 13/32" section) can be used in unit facility tracks and are spaced at 24" centers with 8" ballast section.

3.6 Turnouts: All main line, controlled siding and passing track turnouts will be a minimum new No. 11-141 lb. and include either a spring-rail frog or a rigid, railbound manganese frog, as specified by BNSF Engineering. For other turnouts maintained by BNSF, a No. 11-115 lb. is the minimum (see Appendix, pages A-22 to A-33). Main line turnout switch ties shall be new and hardwood. All mainline, controlled siding and passing track turnouts and trackage are to be placed by BNSF personnel out to the 14' clearance point. All joints on the side of turnout receiving majority of traffic will be thermite welded.

Mainline, controlled siding and passing track turnouts will require the placement of a construction pad alongside the track to allow assembly of the turnout, with no disruption to traffic. After the turnout is assembled, a track window is obtained to remove the trackage and insert the turnout. An example of a construction pad is shown (see Appendix, page A-16).

For turnouts placed off of BNSF property and/or maintained by the Customer, and operated by BNSF, a No. 11 - 115 lb. turnout will be the minimum. All switch stands need to include a "30 Degree" handle (see Appendix, page A-37), and a target with alternating green and yellow colors indicating switch position (page A-38).

Switch heaters are required for mainline turnouts where snow and ice present operational challenges. If a power turnout requires a switch heater, the power derail will require one also. The cost estimate will include installation of the switch heaters when required.

Mainline turnouts must be placed at least 200 feet from the end of a mainline curve. Industry turnouts within the facility must be placed at least 100 feet from the end of any curve. Minimum tangent lengths from PT of equivalent turnout curve to any curve at the heel end of a turnout shall not be less than AREMA Chapter 5, Table 5-3-11

3.7 Derails: A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point or sliding derail with crowder (see BNSF Standard Plan 2400) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM.

A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A "Derail" sign needs to be placed next to the derail, BNSF Standard 3028 or otherwise approved.

3.8 Structures: Bridges, drainage structures, track hoppers, retaining walls, etc. shall be designed to carry Cooper E-80 live load with diesel impact. Structures shall be designed per American Railway Engineering and Maintenance of Way Association (AREMA) Manual chapters 1, 7, 8, or 15 as applicable, and designed by a licensed engineer. See AREMA standards for unloading pits (Chapter 15, Section 8.4). All structural plans will need to be reviewed and accepted by BNSF Engineering. Gratings covering open pits must be bolted in place.

If a project creates the need for existing structures (including BNSF's structures) to be modified, the modifications shall be accounted into the customer's scope of work of the project, subjected to BNSF's review and approval. For drainage related structures, additional information is included in "Culverts" section within the "Specifications for Construction of Industry Trackage by Private Contractor" chapter.

- 3.9 Road Crossings:** The standard for a road crossing surface installed and maintained by the BNSF is concrete plank (for 141-lb. rail) placed on 10-ft. switch ties. Also, ten each 10-ft. switch ties are placed on both ends of the crossing, replacing any standard crossties. For crossings installed and maintained by the Customer, a concrete plank is recommended, with a wood plank surface as acceptable (see Appendix, pages A-41 to A-43).
- 3.10 Clearances:** BNSF will adhere to the "Clearance Requirements by State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. All effort should be made to provide adequate clearances. In the event clearances cannot be provided for as prescribed, warning signs will be installed and they must be illuminated at night (see Appendix, page A-46). Any clearances not meeting State or BNSF requirements must be reviewed and approved by BNSF Engineering.
- All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.
- All new tracks constructed will maintain a minimum distance of 25 feet for track centers from any main track, controlled siding or passing track. New tracks adjacent to other tracks will maintain a minimum distance of 14 feet for track centers.
- At road crossings the set-back distance for storing rail cars on multiple adjacent tracks (track centers less than 25') is 250 feet from the edge of roadway. For single tracks, the setback distance varies for each state and is regulated by the states' appropriate agencies, **but 150 feet from the edge of roadway is the minimum.** However, operating conditions may require greater distances.
- 3.11 Walkways:** Walkways on bridges and adjacent to switches and trackage are governed by the appropriate State Public Service Commission, Railway Commission, or other State and/or Federal agencies. Due to revised FRA Airbrake and Train Handling Rules, outbound trains are required to have an airbrake inspection on both sides of the train. New shuttle projects will be required to have a minimum 13' inspection road on one side and a minimum 8.5' walkway on the other. See Appendix pages A-14 and A-15 for typical sections of roads and walkways. Walkway ballast shall be BNSF Class 2 (AREMA Size 5) and no larger than 1" in size (ballast gradation shown on page 24).
- 3.12 Signals and Utility Service:** **Customer shall provide electrical service to BNSF property should the proposed trackwork require power for the signal facilities.** The requirement and locations will be identified by BNSF Engineering and communicated to the customer. If the service is for an electric switch heater, a 200 Amp, Single Phase, 120/240-volt service, with meter socket and service disconnect is required. The service disconnect shall be a 200 amp, 2 pole breaker by either Cutler Hammer or Square D (QO style), with the meter socket requirement as per the power company specifications. No additional electrical panels are necessary as BNSF will take a feeder from the load side of the 200 amp service disconnect switch. The service may be either overhead or underground. All electrical installations will be made in accordance with the prevailing State/local electrical code(s), or if there is none, the current edition of the National Electrical Code will govern the installation. If an electric switch heater is not involved, 100 Amp service will be sufficient. **Customer shall also provide natural gas service to BNSF property should the proposed trackwork require the installation of one or more switch heaters.** The requirement and locations will be identified by the BNSF project representative. The service shall be capable of delivering 600- 900 thousand BTUs per heater per location required. The actual pressure shall be requested from BNSF for each project specifically (typical pressure should be around 6 psi).
- 3.13 Access Road:** Unless otherwise directed a road will be required that will provide access to inspect

the entire train prior to movement from the facility. Due to revised FRA Airbrake and Train Handling Rules, outbound trains are required to have an airbrake inspection on both sides of the train. New shuttle projects will be required to have a minimum 13' inspection road on one side and a minimum 8.5' walkway on the other. See Appendix pages A-14 and A-15 for typical sections of roads and walkways. A standard section with a 13-ft wide roadway is shown in the Appendix, page A-15. The roadway can be constructed using subballast materials as specified in the Grading & Embankment section of this document, page 20.

- 3.14 Inspection of Materials and Track:** BNSF's Engineering representative should inspect all track materials prior to placement to avoid subsequent removal of sub-standard material. BNSF personnel will inspect the completed track before placing it into service.

3.15 General:

- 3.15.1** Loading and unloading tracks should be designed so that they are completely independent of railroad operating lines and passing tracks such that loading and unloading operations in no way interfere with train operations. Design of trackage must be approved by BNSF Engineering.

- 3.15.2** Utility installations may require a permit. Refer to "BNSF Utility Accommodation Policy" booklet (<https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf>). Pipelines under track are to be encased per BNSF requirements. Wirelines are to be installed per BNSF requirements. Utilities within 50 feet beyond the end of track must be underground and protected as if they were under the track.

- 3.15.3** The effect on sight distance must be considered when planning construction of trackage in the vicinity of any grade crossings. The required sight distance should be determined and preserved when performing and designing for construction near any grade crossing. Less than the required sight distance will be the liability of the Customer.

Maintenance of Way Operating Rule No. 6.32.4:

"Leave cars, engines, or equipment clear of road crossings and crossing signal circuits. If possible, avoid leaving cars, engines, or equipment standing closer than 250 feet from the road crossing when there is an adjacent track (<25' track centers)."

- 3.15.4** The effect on queuing distance of a crossing must be considered when planning the extension of a track across a grade crossing. The proposed plans shall not cause vehicles to be trapped in between tracks, cause vehicles to have to stop on a track while waiting in queue for a crossing to clear, or to cause excessive highway congestion by reducing the queuing distance of an existing crossing. Adding new public crossings or adding more tracks to an existing public crossing will be reviewed by BNSF Engineering and the appropriate entity with jurisdiction over the crossing (Typically the State's Department of Transportation).

- 3.15.5** An earthen berm (see Appendix, page A-17) or suitable bumping post shall be installed at the end of track. Also, a red retro-reflective marker shall be placed at the end of track.

- 3.15.6** Customer is responsible for all grading including placing all subballast up to BNSF ballast and the placement of a construction pad, if required. BNSF rough site grading is for general commercial viability. Customer understands that they may need to perform additional grading based on customer needs for operation of their location.

- 3.15.7** Customer is to acquire any additional property required to construct grade and drainage. If the proposed trackage or facility will increase runoff onto BNSF property, a detailed drainage plan needs to be submitted for review prior to construction. Drainage should be handled in a manner as not to overload current drainage structures on BNSF property.
- 3.15.8** Contractor must not at any time foul the main line tracks. A BNSF flagman will be required, at the Contractor's expense, when working within 25 feet from centerline of the track, which would include, but not limited to, work that could foul a track, such as with a large crane, excavation activities that could undermine a track, and overhead wire work which could potentially fall onto the track. Billing for the flagman is separate from the cost for BNSF portion of the track work. Current cost for BNSF flagging is approximately \$1,800 per day with billing based on actual charges.
- 3.15.9** Adequate lighting must be provided for train crews working at night. Work areas near switches, gates, doors, pits and buildings should be illuminated to prevent walking/tripping hazards and allow crewmen riding rail cars to see without reliance upon a flashlight.
- 3.15.10** A track to set out bad order cars unsuitable for loading or unloading needs to be added to the overall design. Set out track should be long enough to place at least 5 rail cars and be accessible to a repair crew. A locomotive tie-up track may also need to be incorporated into the design. This need will be determined at the on-site meeting.
- 3.15.11** Appropriate access must be provided for BNSF to drive an SU-40 maintenance truck (See AASHTO's "A Policy on Geometric Design of Highways and Streets", a.k.a. the "AASHTO Green Book") to the proposed installations to be installed and/or maintained by BNSF or other existing BNSF infrastructure. If switch heaters are required at locations where the installation of a natural gas supply is infeasible, the access must be sufficient for refueling trucks to access the switch heater area. Depending on the location and the fuel providers of the region, refueling trucks may exceed the size of a SU-40 vehicle. Additional requirements related to the backing up of vehicles may be active in certain operating regions, which affects turnaround designs. Consult your project representative for additional region-specific requirements.

4. Survey and Plan Requirements

4.1 Surveying on BNSF Right of Way: In order to protect BNSF's investment of its Right of Way (ROW) and for the safety of persons coming onto BNSF property, BNSF requires all parties entering or performing work on the right-of-way to secure appropriate agreement and insurance before beginning any type of work. Please consult the BNSF project representative and the section "Requirements for Working on BNSF Right of Way" before proceeding.

4.1.1 Grading and alignment stake out and re-staking is the responsibility of the customer, including the portions to be installed by BNSF forces. **BNSF project stake out shall not include the point of intersection (PI).** All stake out locations shall be documented by photographs. We encourage marking up photographs to demonstrate the stakes' corresponding feature to minimize misunderstanding. They shall be sent to the BNSF project representative (the BNSF inspector coordinator) when completed. The stakeout guidelines listed below illustrate the various responsibilities of the customer relative to the stage of the project:

Project Stage	Pt. of Switch (PSw)	Power Switch Projects Only	
		Pt. of Derail (Derail)	Alignment
Conceptual: Allows for proper visualization of preliminary site visit.	✓		
Pad Completion: Enables crews to unload and assemble the switch at the correct locations.	✓	✓	
Pre-Install Stake Out: These staked items will be communicated to the BNSF during the pre-install meeting.	✓	✓	✓

4.1.1.1 Point of Switch: A one page document has been included in A-50 of the Appendix. This stake out shall include rail markings and center of track markings at a minimum. An offset stake is encouraged after the pad is completed. A flagger will be needed for this stake out due to the need to foul the track.

4.1.1.2 Point of Derail: BNSF will construct and install up to the entering signal for the power switch's control point for projects involving power switches. The power derail shall be marked with both a centerline feather and an offset stake. The stake out shall follow the format included in the point of switch stake out document on A-50 of the Appendix with the only difference being replacing "PSw" by the word "Derail".

4.1.1.3 Alignment: BNSF will construct and install up to the entering signal for the power switch's control point for projects involving power switches. The alignment stake out shall start from the last long tie to the entering signal's location. Stakes should be in intervals of 100' or less and should include centerline feathers and offset stakes at the edge of the pad or a location that will not be easily damaged by construction equipment.

4.2 Plan Requirements: All plans and drawings need to be prepared electronically in a CADD format.

This allows for updates to BNSF's maps and records to be done electronically. All information is to be in English units. Plan submittals should be in Adobe's Acrobat pdf format, with 11" x 17" sheet size. Plan submittals must include completed checklists (see pages 19-22). Upon approval, BNSF Engineering will revise the project schematic, if necessary.

Plan View Scale: 1" = 50'

Profile View Scale: 1" = 50' horizontal and 1" = 5' vertical

Cross Sections Scale: 1"=10' horizontal and vertical

4.2.1 BNSF Engineering Plan Submittals – Definitions

Conceptual – An alignment plan showing existing track and features along with proposed changes, and the official operating plan. This will be used for the New Business Review (NBR).

30% Design – All items from the conceptual submittal plus plan/profile sheets, cross-sections, typical sections, at-grade crossing plans, drainage plans, revisions from changes due to land and utility negotiations, and 30% structure plans. This plan will be used for the walk-thru inspection and schematic approval.

90% Design - All items from the 30% submittal plus revisions from the walk-thru inspection, culvert extensions, at-grade crossing plans, and 60% structure plans (e.g. pit plans, catwalks, and sheds).

Final Track Plan – All items in 30% and 90% with all relevant details and revisions incorporated from previous comments. Specifications and details included.

As-Built Submittal – The plan/profile sheets updated with post-construction locations as surveyed.

4.2.2 Provide an Operating Plan

Prepare a sketch (does not have to be to-scale) showing in-bound and out-bound switching plans and lengths of tracks to be used. Prepare multiple sketches to show the position of cars and locomotives at different stages of switching/loading/unloading together with a narrative describing the movements depicted by the multiple sketches.

In developing track lengths for operating plans, designers shall be aware that:

- Switches cannot be thrown unless the closest on track equipment is at least 50' from the point of switch
- Cars shall not come within 25' of the end of track bumper at any time
- Parked cars shall be at least 50' or more from the clearance point of a turnout if the other side of the turnout is to be safely used by BNSF crews.
- If a power turnout is required, industry switching cannot come within 50' of the proposed entering signal location of the control point
- If a manual turnout and derail is used, industry switching cannot come within 50' of the proposed point of derail location

Customers are encouraged to reference this document, including standard plan drawings, in the construction specifications.

Conceptual Plan Submittal Checklist:

- ☐ Furnish Milepost and Line Segment in the Title Block, along with name of Industry and date of plan preparation. Contact information for engineering firm should also be included on plans.
- ☐ BNSF Milepost location and BNSF stationing information for switches on proposed on BNSF tracks (Lat/Long information for power switch projects)
- ☐ Curvatures not exceeding 7-30 (unit train) or 10-00 (manifest) without BNSF Approval
- ☐ Design will conceptually allow grades not exceeding 0.5% on receiving/departure tracks
- ☐ Design will conceptually allow grades not exceeding 1.5% on any tracks
- ☐ Track centerline distances from BNSF mainline and for inspection roads & ATV inspection paths
- ☐ Switch sizes for all switches
- ☐ Culverts to be abandoned/extended/replaced for those under BNSF tracks
- ☐ Designated unit train receiving/departure tracks and/or manifest tracks
- ☐ Added tracks across existing BNSF at grade crossings, or additional crossings proposed across public roadways
- ☐ Additional bridges next to existing BNSF infrastructure
- ☐ Distances from proposed turnouts to existing critical BNSF infrastructure
 - ☐ To abutments of BNSF bridges
 - ☐ To the edge of BNSF crossings
 - ☐ To the closest start of BNSF curve (i.e. the distance from the spiral to the PSw/last longtie)
- ☐ Basic property limits & railroad Right of Way lines
- ☐ Graphical operating plan including but not limited to loading and unloading tracks, loop tracks, etc.
- ☐ Include a description of work to be performed by BNSF. Example: "Construct 185 track feet including a #11-141 lb. turnout from point of switch to clearance point, raise railroad pole line, adjust signals."
- ☐ Include a description of work to be performed by the contractor. Example: "Construct remaining trackage from clearance point to end, place wheel stops, install plank crossing and signs, perform all grading, install all drainage structures, install double switch point derail, provide electrical service to a point opposite the proposed switch locations."
- ☐ Include a list of track materials to be used by the contractor. Example: "115-lb continuous welded rail (CWR) on #4 new cross-ties, #11-115lb BNSF standard turnouts, 32-ft full depth timber crossing planks to be placed in new construction.
- ☐ Effective track capacities of proposed/modified tracks as measured from clear points and including any necessary setbacks (derails, clearance points such as grade crossings, end-of-track, etc.)
- ☐ For hazardous shipments, design follows AAR OT-55, "Recommended Railroad Operating Practices For Transportation of Hazardous Materials"
- ☐ Variances requested in writing in order to be approved. Only BNSF-approved variances to be shown on conceptual layout. Submit approved variances with concept plans.

30% Design Drawings Submittal Checklist:

- ☐ 30% checklist with conceptual checklist included
- ☐ Track Plan alignment included
 - ☐ Dimension from proposed BNSF switch locations to an identifiable fix object in the field (For practicality, shall be in the direction of the track)
 - ☐ Derail location stationing, left or right hand derail, and derail type
 - ☐ Crossing location(s) with stationing and width included
 - ☐ PC/PT stationing on all curves included
 - ☐ Curvature information on all curves included
 - ☐ 14.21' clearance point stationing included
 - ☐ Point of switch stationing included (PSw)
 - ☐ End of track stationing and structures included
 - ☐ Culvert/other pipe crossings included
 - ☐ Location of connection structures to existing drainage systems
- ☐ Access roadway information called out
 - ☐ Turnout pad sizes called out
 - ☐ Turnarounds/Access at turnout pad determined
- ☐ Track profile plan included
 - ☐ Vertical curves included
 - ☐ Vertical curves geometry (grade, length, PVC, PVI, PVT, rate of change, etc.)
 - ☐ Culvert/other pipe structures included on profile and cover & depth noted
 - ☐ Cover information on culvert/other pipe structures to top of subgrade & base of rail
- ☐ BNSF construction coordination sheet for power turnout projects (One page blow up sheet of pad size, signal house locations, key asset locations such as the derail and the signal locations)
- ☐ Cross section drawings with typical sections, rail and ballast gradation(s) included
- ☐ Grading limits plan
- ☐ Survey monuments/control point locations
- ☐ Utility relocates on the BNSF right-of-way with owner information
- ☐ Utility relocates off of BNSF right-of-way with owner information
- ☐ Separate sheet for each public crossing proposed / modified including information
 - ☐ Distance from turnouts to nearest crossings
 - ☐ Crossbucks locations / Lights & gates locations
 - ☐ Access roadway locations
 - ☐ Signal house locations (if applicable)

- ☐ Distance between multiple track crossings (if applicable)
- ☐ DOT # (if crossing is existing)
- ☐ Queuing distance from adjacent roadways (if applicable)
- ☐ Contour information of surrounding terrain (use light gray lines for contours)
 - ☐ At least 300' on each side parallel to the direction of the track
 - ☐ At least 100' on each side parallel to the direction of the roadway
- ☐ City, county, and governing roadway authority information

90% Design Drawings Submittal Checklist:

- ☐ 90% checklist with 30% checklist included
- ☐ Clearance submittal for all structures coming within 15' of the centerline of the closest track
- ☐ Clearance submittal for all structures crossing above any track in the facility
- ☐ Finalized drainage plan
 - ☐ Culvert extensions finalized
 - ☐ Culvert locations finalized with cover information requested in 30%
 - ☐ Line drawings for all pipe crossings/drainage structures under existing or proposed tracks that will be impacted by the project
 - ☐ Pre-project drainage pattern with pre-project terrain contours
 - ☐ Post-project drainage pattern with (if available, include post-project terrain contours)
- ☐ Finalized access roadway plan
 - ☐ Final turnout pad access routes
 - ☐ Final crossing locations internal to facility
- ☐ Structure locations included (i.e. building sheds, catwalks, etc.)
- ☐ H&H studies included in submittal (if required)
- ☐ 100% signed and sealed plans for structures included (Only structures that affects track stability or track clearance will require reviews. E.g. pit plans, shed plans, catwalks, etc.)
- ☐ Details for transitions between track sections (concrete, steel, industry, mainline)

Final Track Plan / 100% Design Plan Submittal Checklist:

- ☐ 100% checklist with 90% checklist included
 - ☐ Signage plans included
 - ☐ Sign locations included
 - ☐ Lighting plan included
 - ☐ Details included
 - ☐ Switch geometry details
 - ☐ Stand details
 - ☐ Crossing details
 - ☐ Bumper details
 - ☐ Rail weights and tie specifications
 - ☐ Reference to the specifications within the BNSF design guidelines and applicable AREMA guidelines
 - ☐ Culvert specifications
-

As-Built Record Drawing Submittal Checklist:

- ☐ Lat/Lon of actual installed BNSF switch location
- ☐ Actual installed location from an identifiable permanent structure in the field
- ☐ Alignment deviations of actual installed track
- ☐ Actual lengths of tracks and effective lengths of tracks

5. Specifications for Construction of Industrial Trackage by Private Contractor

5.1 Contractor's Responsibility: By acceptance of the contract the contractor assumes complete responsibility for construction of the work. The Contractor should understand that any work not specifically mentioned in the written specifications, but which is necessary, either directly or indirectly, for the proper carrying out of the intent thereof, shall be required and applied, and will perform all such work just as though it were particularly delineated or described. Contractor should also understand that final approval of the track for service is the prerogative of BNSF and close contact with BNSF's Engineering Representative is required. No work is to be performed on BNSF's right-of-way, or in such proximity as to interfere with BNSF's tracks or roadbed, without advance permission by BNSF, including insurance and if necessary, flagging protection.

5.2 Insurance Requirements: Contained within the Contract for Industrial Track Agreement to be executed prior to construction.

5.3 Grading & Embankment: The work covered by this section of the specifications consists of furnishing all plant, labor, material and equipment and performing all operations in connection with construction of track roadbed, including clearing and grubbing, excavation, construction of embankments and incidental items, all in accordance with the contract drawings and specifications.

The Contractor shall load, haul, spread, place and compact suitable materials in embankments and shall finish the embankments to the grade, slope and alignment as shown in the plans. Suitable materials shall consist of mineral soils free from organics, debris, and frozen materials. Embankment slopes shall be compacted and dressed to provide a uniform and dense slope. Embankments shall be built with approved materials from excavation of cuts or from borrow unless otherwise shown on the plans.

If materials unsuitable for embankments (organics, debris, brush and trees, etc.) are encountered within the areas to be excavated, or material existing below the designated subgrade in cuts or within areas on which embankments are to be placed are of such nature that stability of the roadbed will be impaired, such materials shall be removed and wasted or stockpiled for other use. Topsoil removed from embankment areas shall be spread uniformly over the embankment slopes.

Unsuitable material removed from embankment foundations or below subgrade elevation in excavation areas shall be replaced to grade with suitable material compacted as specified for embankments in these specifications.

Wherever an embankment is to be placed on or against an existing slope steeper than four horizontal to one vertical (4:1 slope), such slope shall be cut into steps as the construction of the new embankment progresses. Such steps shall each have a horizontal dimension of not less than three feet and a vertical rise of one foot.

At all times, the Contractor shall operate sufficient equipment to compact the embankment at the rate at which it is being placed. Compaction shall be accomplished by sheep's foot rollers, pneumatic- tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Use construction procedures and drainage design that will provide a stable roadbed.

Each layer in embankments made up primarily of materials other than rock shall not exceed 6" in loose depth and shall be compacted to the dry density as specified hereinafter before additional layers are placed. All embankments shall be compacted to a density of not less than 95% of the maximum standard laboratory density, and not more than +4 percentage points above the optimum moisture content, unless otherwise specified on the drawings. The standard laboratory density and optimum moisture content shall be the maximum density and optimum moisture as determined in accordance with ASTM Designation: D 698 (Standard Proctor Test). Copies of soil test results shall be furnished to owner.

On top of the embankment fill, the Contractor shall place a minimum of 6 inches of granular sub-ballast which meets the above criteria and contains no material larger than that which will pass through a (3) inch square sieve. Sub-ballast shall be crushed gravel or crushed stone with a minimum 75% of the material having two fractured faces. Sub-ballast must meet the quality requirements of ASTM Designation: D 1241 and be approved by the Engineer. Additional sub-ballast may be required as determined from an engineering soil analysis.

5.4 Culverts: The minimum diameter for all culverts installed under main tracks or tracks maintained by BNSF is 36 inches. This is to accommodate regular inspection and cleaning. Culverts maintained by the Customer should be 24 inches or larger. Impacts to existing culverts shall be included in the customer's scope of the project.

Culvert extensions with a change in direction or a change in pipe section (including size) is generally not permitted. If the project involves removing/abandoning existing culverts under BNSF tracks, adding additional culverts under BNSF tracks or extending an existing culvert under BNSF tracks, a hydraulic study shall be provided to demonstrate that the post project condition will meet or exceed the existing hydraulic capacity. Projects adjacent to BNSF right-of-way with potential hydraulic impacts to BNSF will also require a hydraulic study. The hydraulic study can be waived if the project area is less than 1.0 Ac and does not have any hydraulic impact to an existing BNSF bridge/drainage structure.

Existing pipes that have to be extended will become the responsibility of the customer in installation, ownership and maintenance. If it is determined by BNSF Structures that an existing pipe cannot be extended in an acceptable manner, the cost of installing an acceptable replacement pipe shall be the responsibility of the customer. Additional guidelines related to pipe installations can be requested from your BNSF engineering project representative.

5.5 Corrugated Metal Culverts: These instructions cover the selection, installation, and fabrication of circular type zinc coated (galvanized) corrugated steel culverts for nominal diameters of 36-inch to 96-inch, inclusive. Additional protective coatings may be specified or allowed by BNSF Engineering.

Galvanized corrugated steel pipe shall be manufactured in accordance with AASHTO Specifications M 36 and M 218. All areas of surface rust on re-corrugated ends or lock seams shall be painted using the hot-dip or metallizing process.

Design, installation, and fabrication shall be in accordance with current American Railway Engineering and Maintenance of Way Association (AREMA) Specifications Chapter 1, Part 4, Culverts. Additionally, all culvert pipes shall meet the requirements shown in Table 1.

TABLE 1

<u>Nominal Diameter (Inches)</u>	<u>Nominal* Corrugation (Inches)</u>	<u>Minimum** Width of Lap (Inches)</u>	<u>Nominal Thickness (Inches)</u>	<u>Thickness U.S. Std._ Gage</u>	<u>Rivet** Diameter (Inches)</u>	<u>Max. Cover</u>	<u>Min. Cover</u>
36	2-2/3 x 1/2	2	0.109	12	3/8	40'	***
42	2-2/3 X 1/2	3	0.138	10	3/8	70'	***
42	3 x 1 & 5 x 1	3	0.109	12	7/16	70'	***
48	2-2/3 x 1/2	3	0.138	10	3/8	65'	***
48	3 x 1 & 5 x 1	3	0.109	12	7/16	70'	***
54	2-2/3 x 1/2	3	0.168	8	3/8	60'	***
54	3 x 1 & 5 x 1	3	0.138	10	7/16	75'	***
60	2-2/3 x 1/2	3	0.168	8	3/8	55'	***
60	3 x 1 & 5 x 1	3	0.138	10	7/16	70'	***
66	3 X 1 & 5 X 1	3	0.138	10	7/16	60'	***
72	3 X 1 & 5 X 1	3	0.168	10	7/16	65'	***
84	3 X 1 & 5 X 1	3	0.168	8	7/16	55'	***
96	3 X 1 & 5 X 1	3	0.168	8	7/16	45'	***

* Where two types of corrugation are acceptable, the use of standard 2-2/3" x 1/2" material is preferred, if available. 5 x 1 corrugations to be used only on helical pipe.

** For riveted pipe.
Pipes 48 inches or greater in diameter shall be shop-elongated 5 percent of their diameter in a vertical direction and have lifting lugs.

*** Minimum cover to be one-half diameter of culvert pipe from top of subgrade to top of pipe.

Due to settlement of culvert pipes, cambering longitudinally is recommended to improve the flow line profile after settlement. This is accomplished by laying the upstream half of the pipe on a flatter grade than the downstream half. Riveted pipe shall be placed with the inside circumferential laps pointing downstream and with the longitudinal laps at the side. Pipes shall be installed with a camber suitable to the height of the cover over the pipe and bearing capacity of the supporting soil.

Firm support must be provided to obtain a satisfactory installation. The filling material adjacent to pipes shall be loose granular material, free from large stones, frozen lumps, cinders, or rubbish. The filling shall be deposited alternately on opposite sides of the pipe in layers not exceeding 6 inches in depth, and each layer shall be thoroughly tamped before placing the next layer. Special care shall be taken in tamping under the lower part of the pipe. For a trench installation, the backfill shall be tamped the entire width of the trench, and for surface installation it shall be tamped not less than one half the pipe diameter out from the sides of the pipe. The density of the backfill after tamping must be at least 95% of its maximum density, as determined by ASTM D 698.

Any other type or size drainage structure shall have approval of BNSF Engineering prior to installation under track locations.

5.6 Utility Crossings: Utility crossings and relocations shall conform to BNSF standards as outlined in the "BNSF Utility Accommodation Policy" (<https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf>). Applications for utility crossings and relocations are handled by Jones, Lang, LaSalle (JLL), phone number 1- 866-498-6647. Any questions regarding utilities can be directed to the BNSF Engineering representative.

- 5.7 Curvature and Grades:** Tracks will be staked by the customer's surveyor (under flag protection if necessary) and constructed as shown on the approved plans. Any changes to the approved design need to be reviewed by BNSF Engineering or appointed representative.
- 5.8 Clearances:** BNSF will adhere to the "Clearance Requirements By State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. Warning signs will be installed for all close clearances less than standard (see Appendix, page A-46). All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.
- 5.9 Material:** BNSF's Division Engineer representative should inspect all track materials prior to placement to avoid removal of sub-standard material. BNSF personnel will also inspect the track before placing it into service.
- 5.9.1 Rail:** For trackage maintained by the Customer the minimum acceptable rail shall be 112# section (5-1/2" base) and shall be compatible with BNSF standard rail section. For locations where trackage will be maintained by BNSF rail and fastenings shall conform to the BNSF standard rail section in use in that area. Contractor shall contact BNSF Engineering for approved section. Transition rails or compromise joints at the BNSF-Customer interface are the responsibility of the customer. Minimum length shall not be less than 39 feet except in turnouts and shall be free from defects. Rail should be minimum full ball relay rail, not exceeding 3/16-inch wear on any surface. Continuous welded rail (CWR) will need to be de-stressed as soon as possible after laying (see "Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR in Industry Tracks" Appendix, page A-1 thru A-11). CWR is recommended when using concrete ties. Thermite and flash-butt welds must be placed in crib area between ties. An abrasive rail saw will be used to cut rail—no torch-cutting.
- 5.9.2 Anchors:** Rail anchors shall be new or reconditioned, sized to fit the rail section, and shall be provided per industrial track design criteria on pages 3 and 6. High traffic volumes or unusual grade or alignment problems may require additional anchors as determined by BNSF Engineering. Turnouts shall also be anchored.
- 5.9.3 Ties:** Hardwood ties shall be new 7" X 8" (AREMA No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers. Switch ties shall have a minimum cross section of 7" x 9" and minimum lengths shall conform to applicable BNSF Standard plans. Concrete ties shall be pre-stressed, measure 11" wide at the bottom and 9" high with a length of 8' 3" and weight of 630 pounds. Concrete ties can be placed on 28" centers provided there is a minimum ballast section of 8" below the tie. Second-hand, or "3/4" concrete ties can be used after inspection and approval from the BNSF Roadmaster. When placing 3/4 ties, the damaged shoulders should be alternated from left to right sides so that they are not on the same side. Steel ties are spaced at 24" centers with 8" ballast section and can be used with timber or concrete ties. Steel ties should not be used within 200 feet of a signal circuit identified by insulated joints.
- 5.9.4 Turnouts (Switches, Frogs & Guardrails):** For Customer installed, owned and maintained turnouts, all parts shall be new or good secondhand, with secondhand parts being free of injurious defects.

- 5.9.5 Tie Plates:** Tie plates may be new or secondhand, free of injurious defects and foreign material, conforming to AREMA Specifications, and shall fit rail being used. For rail 110# section and greater, all plates will be double-shouldered.
- 5.9.6 Joints:** New or secondhand joints, free of foreign material and without injurious defects, and with 4 or 6 bolt holes, conforming to AREMA requirements, may be furnished to fit rail section for which they are designed. Bolt holes must be drilled with proper equipment. Torch-cutting of bolt holes is not allowed. New or secondhand compromise joints of manufactured type (welded or homemade are not acceptable), free of foreign material and without injurious defects, shall be furnished and used where rail section (weight or design) changes. Rail section by weight shall not be compromised where difference in weight is in excess of 25 lbs. When this becomes necessary, a rail of some weight between the two different rail sections, in excess of 25 lbs., shall be used and the compromise made in two steps. The length of the medium-weight rail should be 39 feet where practical.
- 5.9.7 Spikes:** 5/8" x 6" cut track spikes shall be installed. All spikes shall conform to AREMA requirements.
- 5.9.8 Track Bolts & Nuts:** Track bolts and nuts shall be installed conforming to AREMA Specifications. Bolts will be correct size and length to fit rail.
- 5.9.9 Lock Washers:** One lock washer conforming to AREMA Specifications shall be installed on each track bolt.
- 5.9.10 Ballast:** Track ballast shall be BNSF Class 2 (AREMA Size 5) (1" - 3/8") unless a variance request is reviewed and approved by BNSF Engineering. For steel ties, AREMA Class 4A ballast may be used under the tie where required by the tie manufacturer. Ballast shall be free from loam, dust, and other foreign particles and shall not have less than 75% crushed particles with two or more fractured faces, unless otherwise approved by BNSF. Processed ballast shall be hard, dense, of angular particle structure, providing sharp corners and cubicle fragments and free of deleterious materials. Ballast materials shall provide high resistance to temperature changes, chemical attack, have high electrical resistance, low absorption properties and free of cementing characteristics. Materials shall have sufficient unit weight (measured in pounds per cubic foot) and have a limited amount of flat and elongated particles. Unless it meets or exceeds BNSF requirements, slag is not an approved ballast material. Walkway ballast shall be BNSF Class 2 (AREMA Size 5) (1" - 3/8").

SIZE NO.	SQ. OPENING	PERCENT PASSING									
		2 ½"	2"	1 ¾"	1 ½"	1 ¼"	1"	¾"	1/2"	3/8"	No. 4
BNSF Class 2 (AREMA Size 5)	1" – 3/8"				100		90-100	40-75	15-35	0-15	0-5

- 5.9.11 Bumping Post:** An earthen berm (see Appendix, page A-17) or suitable bumping post, approved by the Railroad, shall be installed at the ends of tracks. Also, a red retro-reflective marker shall be placed at the end of track. Cars shall not be parked or spotted closer than 25 feet to the end of the track.
- 5.9.12 Derails:** A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point

or sliding derail with crowder (see BNSF Standard Plans 2400 and 2405) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM. A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A "Derail" sign needs to be placed next to the derail. Timber ties are recommended within 50 feet of a derail.

A second derail may be required where BNSF locomotives are parked during unit train loading operations. BNSF's Operating department will determine the necessity and type. If required, placement will be 275 feet from first derail. A "Derail" sign needs to be placed next to the derail.

5.9.13 Highway Crossings: All crossings shall be approved by BNSF Engineering and local governments as to type and design, in advance of placing order. Effect on sight distance of crossings must be considered when planning construction of trackage in vicinity of public grade crossings not equipped with automatic signals.

5.9.14 Under Track Hoppers or Pits: Plans shall be approved by BNSF Engineering or authorized representative. Specifications for unloading pits are covered in the "AREMA Manual for Railway Engineering," (Chapter 15, Section 8.4). Gratings covering open pits must be bolted in place.

5.10 Track Construction

5.10.1 General: All work shall be of good quality in materials, equipment and workmanship and shall conform in every respect with the specifications and instructions.

5.10.2 Ties: Ties will be unloaded and handled in such a manner as not to damage ties, using approved handling equipment. Ties to be placed at design spacing of 21.5-inch center to center (22 ties/39 feet) for wood, and 28-inch centers for concrete, on the finished subgrade, perpendicular to center line of track with the right-hand ends of ties being parallel. Exception: On curves, align the ties to the inside of the curve. All joints are to be suspended between ties. Top surface of ties shall be clean and smooth to provide full bearing for tie plates. Lay wood ties with heartwood face down, and if not possible to determine position of the heartwood, lay the widest surface of the tie down. If spikes are pulled from any tie, hole shall be filled by driving in a treated wood tie plug the full depth of the hole. Boring or adzing of ties shall be kept to a minimum.

5.10.3 Tie Plates: Double-shouldered tie plates will be used on all ties and set in position with cant surface sloping inward, making sure they are firmly seated and have full bearing. After rails are in place, shoulder of plates shall be in full contact with outside edge of rail base.

5.10.4 Rails: Assemble joints before fastening rails to ties, using joint bars with full number of track bolts and spring washer for each bolt, first removing loose mill scale and rust from contact surfaces or joint bars and rails. In laying secondhand rail, care must be taken to rail end mismatch at the joints. Under no circumstances must rail be struck in web with tool or any metal object. The right-hand rail facing in direction of increasing construction shall be spiked

to ties, and the opposite rail shall be brought to gage of 4' 8-1/2", measured at right angles between the rails, in a place 5/8" below top of rail. A track gauge manufactured for the purpose of measuring gage should be used rather than a tape measure. Gage is to be checked at every third tie. Do not strike rail directly with a maul, either on top when driving spikes, or on side to obtain track gage. Rail shall be laid with staggered joints. Joints shall be located as nearly as possible to the middle of the opposite rails with the following variation: (a) except through turnouts, the staggering of the joints on one side shall not vary more than 6' in either direction from the center of the opposite rail.

Continuous welded rail (CWR) will need to be de-stressed as soon as possible after laying (see "Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR in Industry Tracks" Appendix, pages A-1 thru A-11). The completed "Record of Neutral Temperature of Welded Rail as Laid" form will be completed and presented to the BNSF Engineering representative at time of final track inspection.

- 5.10.5 Joints:** If necessary to force joint bar into position, strike lower edge of bar lightly with 4-lb. maul. Do not drive bolts in place. Tighten bolts in sequence, beginning at joint center and working out to ends. Bolts are to be tightened to a range of 20,000 to 30,000 ft.-lbs. tension. If a bolt tightening machine is not used, a standard track wrench with a 42" long handle may be used. At the time of installation, rail expansion shims of softwood not over 1" width shall be placed between the ends of adjacent rails to ensure proper space allowance for expansion required by the rail temperatures in the following table, and shall be left in place:

39-ft Rail

Temperature	
<u>Deg. F</u>	<u>Expansion</u>
Over 85	None
66 to 85	1/16
46 to 65	1/8
26 to 45	3/16
6 to 25	1/4
Below 6	5/16

- 5.10.6 Bending Stock Rails:** Use approved rail bending equipment. Make bends uniform and accurate for all stock rails.

- 5.10.7 Spiking to Wood Ties:** Rails shall be spiked to every tie, using not less than 2 spikes for each rail at each tie. Drive spikes through tie plate holes into ties, located diagonally opposite each other but not less than 2" from edge of tie. Start and drive spikes vertically and square with rail. Take care to avoid slanting, bending, or causing sideways movement of spike. Each rail will be spiked with two spikes per tie plate on tangent track staggered with inside spikes to the east or north and outside spikes to the west or south. On curves a third spike is required on the gage side of the rail. Spikes should not be placed in the slots on skirted joint bars when such practice can be avoided by providing other plates with a hole pattern that will clear the skirts. When spikes are driven by machine, work shall be closely supervised to see that they are driven with hammer centered exactly over each spike head and drive spike vertically. Set stop bolt on the machine to prevent over-driving. Withdraw spikes that are incorrectly driven and fill hole by driving a tie plug to full depth of hole. Locate replacement spike at another hole in tie plate and tie.

- 5.10.8 Ballast and Surfacing:** Raise track by means of jacks placed close enough together to prevent excessive bending of rails or strain on joint. Lift both rails simultaneously and as

uniformly as possible. Power jack may also be used. Each track raise shall not exceed 4" with ties tamped prior to additional raise.

5.10.9 Unloading and Tamping Ballast: Unload and level down ballast by most practical means, taking care not to disturb grade stakes. Perform tamping, using power tamping machines wherever possible, or manually, using approved AREMA tamping tools appropriate for type of ballast being placed. Tamp each layer of ballast from a line 15" inside each rail, on both sides of and to the ends of ties. Center area between these limits shall be filled lightly with ballast but not tamped. At turnouts and crossovers, tamp ballast uniformly for full length of ties. Tamping shall proceed simultaneously at both ends of same tie, making sure ballast is forced directly under the ties and against sides and ends of ties.

5.10.10 Finishing and Dressing: Dress ballast in conformance with dimensions shown on drawings, placing additional ballast material as necessary. When placing pavement up to the track and flush with top of rail it is important to make sure water drains away from the track. This will prevent pooling and freezing which create hazardous walking conditions. Lines should be painted 10 feet parallel to the centerline of track on both sides to serve as visual reminder of the track's foul zone. Crushed rock or fabric should be placed over the ties to keep the pavement from adhering to them. Flangeways need to be kept clean to allow wheels to contact top of rail at all times.

5.10.11 Final Inspection: After ballasting and surfacing are completed, inspect track to see that joints are tight and rail attachments to ties are secure. Customer will notify the BNSF Engineering Representative that the track work is complete and ready for inspection. The BNSF Engineering Representative will inspect the finished track work and complete the Project Closeout Checklist (not included in this document). Civil and Track items to be inspected are included in a list in the next section. The Contractor will provide a copy of the "Record of Neutral Temp of Welded Rail as Laid" form to the BNSF Engineering Representative prior to or during inspection. After the BNSF Engineering Representative's approval, the track will be placed in service by the Division's General Manager and can then accept rail cars. Rail cars delivered to site before the track is in service will be stored at another location at an additional cost to the customer or returned to origination point.

5.11 Miscellaneous

5.11.1 Fencing and Gates: Gates and fences must be grounded in accordance with National Electric Safety Code requirements to prevent an injury resulting from an electrical charge. Gates crossing tracks must have the ability to lock in the open position during train operations. If a fence parallel to a track has an angled piece at the top with security wire it must not foul the clearance envelope of the track.

5.11.2 Signage: All BNSF-required signage must be shown on the plans and installed during construction.

6. Acceptance

CIVIL
All slopes meet design plans
Drainage ditches drain properly
All access roads and Inspection Paths completed
All drainage devices (Culverts, Catch Basins, etc.) Installed as per the plans
All abandoned culverts properly sealed, filled, and communicated to Structures and RIS
Gates/fences installed per plans and are appropriately locked
Paving and grading for disturbed crossings completed per plan
Grade crossing roadway markings established per crossing agreement
Temporary road crossings removed, and proper drainage established
Temporary traffic controls removed
All structures placed according to the design plans
All clearances meet the design plans
Full and proper seeding completed

TRACK
All rail joints identified as part of the project scope are welded
Record of target neutral temperature recorded for CWR as laid
Destressing completed
Site cleaned and scrap rail and ties stockpiled
Track surfaced to design plans
Placed ballast meets design standards
Switch stands dressed properly with walkway ballast
All turnouts installed as per the plans
Targets installed and properly oriented
Derails installed in proper locations and positions with appropriate locks
Insulated Joints installed per plan (with 10ft ties and correct plates installed)
All retired insulated joints identified by project scope have been removed (OS, Intermediates, and Turnouts)
All crossings installed according to plans
Crossing approaches paved/graded to provide a smooth transition (if performed by track)
All signage has been installed per plan (Track, road crossings, etc.)
All track work completed to plan

7. Requirements for Working on BNSF Right of Way

In order to protect BNSF's investment in its right-of-way and for the safety of persons coming onto BNSF property, BNSF has established certain requirements. The following constitute minimum requirements for Contractors, Consultants and Surveyors coming on or near BNSF right-of-way. Contractors are encouraged to develop their own safety rules that meet or exceed the following requirements. A web site has been set up to assist in preparation of a safety plan <http://www.bnsfcontractor.com/> (or contractororientation.com). Registering on the web site and completing the course is a requirement prior to occupying or working on BNSF right-of-way.

The orientation does not relieve the contractor from the need to secure appropriate flagging protection when working close to BNSF tracks. Flaggers are required whenever there is a potential for men, structures, materials or equipment to enter within 25' of BNSF tracks. See the list below for additional guidance. If in doubt, take the safe course and request a flagger.

It shall be noted that these requirements are complementary to the contractor's right of entry agreement to be executed by the contractor prior to starting work on BNSF right-of-way and is not intended to waive any terms within the right of entry agreement. The permission to work and enter the BNSF right-of-way can be taken away at any time if BNSF deems the contractor's behavior not meeting or exceeding the safety vision of how BNSF intends to have work performed on its right-of-way.

- 7.1** All permits and agreements must be in effect, required payments made, and insurance certificates received and approved prior to Contractor entering BNSF right-of-way. All of these documents are included in the packet containing the cost proposal. Prior to performing the preliminary survey, the consultant/surveyor will obtain a "Temporary Occupancy Permit". To obtain a permit contact Jones, Lang, LaSalle (JLL), phone number 1-866-498-6647, or follow the relevant instructions online (<http://bnsf.railpermitting.com>). The permit requires a preparation fee and some lead time. Copies of all documents should be kept on the job site.
- 7.2** Flagging requests shall be made at least 30 days prior to the start of flagging.
- 7.3** Flagging requests cancelled less than 2 days in advance may still be charged to the customer.
- 7.4** Any de-watering utilizing drains or ditches on BNSF property must be approved by BNSF Engineering.
- 7.5** Contractor must have BNSF-approved "Final Construction Plans" prior to commencing work on a project or will be proceeding work at their own risk. No change will be made to "Final Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.
- 7.6** Road Authority or Contractor will be responsible for all costs for track work, including flagging, etc., made necessary due to their construction operation.
- 7.7** Pursuant to BNSF safety rules, flagging protection is always required when equipment crosses or is working within 25 feet of center of any track. When deemed necessary by BNSF, a flagman may be required at all times while working on BNSF right-of-way.
- 7.8** Crossing of any railroad tracks must be done at approved locations and must be over full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails

without aid of rubber tires or other approved protection and proper flagging will be required.

- 7.9** All temporary construction crossings must be covered by a "Private Roadway & Crossing Agreement," and must be barricaded when not in use.
- 7.10** Contractor must furnish details on how work will be performed that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact.)
- 7.11** Absolutely no piling of construction materials or any other material, including dirt, sand, etc., within 25 feet of any track or on property of BNSF not covered by construction easement, permit, lease or agreement.
- 7.12** Storage of materials, temporary structures, equipment and etc. shall not be within 250 feet of a public grade crossing. If material haul routes involve crossing a BNSF crossing or traversing a considerable distance parallel to a BNSF track, a trucking coordinator provided by the contractor will be required. Contractors shall supply a radio for communications between the railroad flagger and the roadway flagger/coordinator to ensure activities such as dumping/unloading/other activities that can foul the main will stop until the train has completely passed.
- 7.13** A 10-foot clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.
- 7.14** No construction will be allowed within 25 feet of center of any track unless authorized by BNSF and as shown on Final Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.
- 7.15** No vehicles or machines should remain unattended within 25 feet of any track. All machines will be disabled with as much potential energy released as practicable and locked out when not in use to prevent unauthorized operation. (e.g. A mobile crane that has to be left on the BNSF right-of-way will have to be boomed down, with outriggers disengaged.)
- 7.16** IMPORTANT: Non-compliance to any of these items and requirements within the right-of-entry agreement could result in the job being shut down. The contractor/consultant/surveyor will then be prohibited from working on BNSF right-of-way while the infraction is investigated. Based on findings of the investigation, BNSF will determine whether the non-compliant entity/entities will be allowed to continue its work on BNSF rights-of-way in the future.
- 7.17** Contractor safety rules, including rules regarding Personal Safety Equipment, must not conflict with BNSF safety policies. Contractor's personnel will complete BNSF's safety orientation prior to entering BNSF property. A job safety briefing will be held prior to beginning work each day and any time work conditions change. All personnel will wear proper personal protective equipment (PPE) while on BNSF property. Any person working on BNSF property may be subjected to a safety audit by BNSF personnel and is required to comply with the audit. The results of the audit will be presented to the contractor's supervisor immediately upon completion. Any questions regarding safety should be directed to the BNSF project representative.

APPENDIX



Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR as Required by CFR 213.118 Effective Date March 4, 2021

Materials contained within this document are excerpts from BNSF's Engineering Instructions, and the EI chapter numbers and references are retained. Sections unrelated to construction of industry tracks have been removed.

This document details the Railroad's policy on installing, adjusting, maintaining, and inspecting Continuous Welded Rail (CWR) track. Each chapter details how the Railroad applies its standards and procedures to comply with FRA standards. The procedures listed in this document apply to CWR on all main tracks, sidings, and other tracks over which trains operate at speeds above Class 1.

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Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR as Required by 49 CFR 213.118

This document details the BNSF Railway's policy on installing, adjusting, maintaining, and inspecting Continuous Welded Rail (CWR) track. Each chapter details how the Railroad applies its standards and procedures to comply with FRA standards. The procedures listed in this document apply to CWR on all main tracks, sidings, and other tracks over which trains operate.

Chapter 1 CWR Installation Procedures

Rail length that exceeds 400 feet is considered CWR. Rail installed as CWR remains CWR, regardless of whether a joint or plug is installed into the rail at a later time. Temperature variations affect rail length. Rail expands (lengthens) when heated and contracts (shortens) when cooled.

1.1 Neutral Temperature

The neutral temperature is the temperature at which a rail is neither in tension nor compression. Target Neutral Temperatures (TNTs) have been established to provide a specific desired neutral temperature to prevent track buckling. When laying or adjusting CWR, use Figure 1.1 *Target Rail Laying Temperatures*. Within tunnels greater than 800 feet in length rail shall be installed and maintained at tunnel ambient temperature instead.

1.2 Temperature Differential

The difference between the Target Neutral Temperature and the actual rail temperature taken at the time of installation is called the temperature differential. CWR laying and adjusting procedures have been established to compensate for this temperature difference.

1.3 Installing CWR

Follow these general requirements when laying CWR:

- Install rail with a neutral temperature within the safe zone defined as Target Neutral Temperature (TNT) $\pm 20^{\circ}\text{F}$ for that location. Refer to Target Rail Laying Temperatures (Chapter 1.1) for the target rail laying temperature for your location.
- Establish one or more measurement stations no greater than 400 feet apart. Take the initial rail temperature and calculate the expansion required at each station before making adjustment.
- Use rail heaters or rail expanders to adjust the rail to the correct length when the actual rail temperature is less than the Target Neutral Temperature. Heat the rail evenly and uniformly so that the rail expansion occurs evenly and uniformly throughout its length.

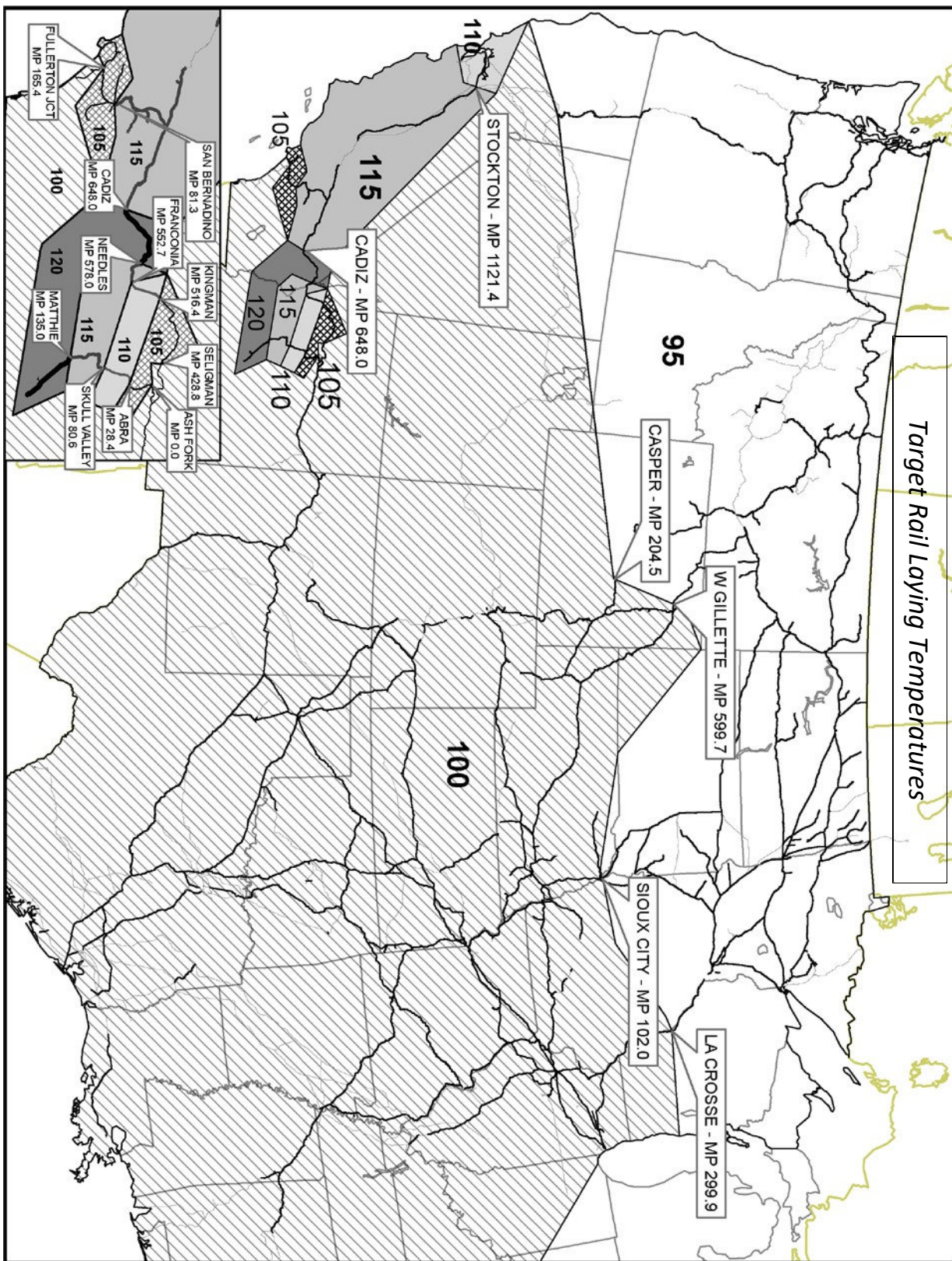


Figure 1.1 Target Rail Laying Temperatures

- For each measurement station record the initial rail temperature, the final adjusted rail neutral temperature, location, and date.
- If rail is not installed within the safe zone, be guided by section 3.1 of these CWR procedures for protection and future adjustment.

Exception: if actual rail temperature results in rail being installed at a neutral temperature above the safe zone, the rail does not need to be subsequently adjusted unless evaluation of location identifies conditions significantly reducing lateral strength or longitudinal restraint – record a work order for subsequent readjustment if such conditions are identified.

- When tight rail conditions exist, be governed by Chapter 7.1 of these procedures.

Chapter 2 Rail Anchoring Requirements

Where the anchoring function is otherwise provided by elastic fasteners, rail anchors may be omitted. Anchors should not be applied where they will interfere with signal or other track appliances, where they are inaccessible for adjustment or inspection, or on rail opposite a joint. Anchor pattern may be varied as reasonable to avoid placing anchors against deteriorated ties.

Installation

The following anchoring requirements apply to CWR installations on all main tracks, sidings, and other tracks over which trains operate.

2.1 Standard Box Pattern

When installing CWR, box anchor every other tie except as outlined in Chapter 2.2 of these CWR procedures.

2.2 Solid Box Pattern

When installing CWR, box anchor every sound (effective) tie at specific locations listed in the table below to provide additional restraint against rail movement.

Condition	Action
Turnouts*, Crossing Frogs, Open-Deck Bridges, and where CWR abuts bolted rail	Anchor every tie for 195 feet in each direction.
Bolted joint created during CWR installation/construction	Within 60 days from date of creation: Weld joint, OR Install joint with 6 bolts, OR Anchor every tie for 195' in both directions.

*For turnouts connected to Class 1 yard or back tracks, it is only necessary to anchor every tie to the first transition rails/joints of the diverging route.

2.3 Bridge Pattern

When installing CWR, follow these bridge anchoring requirements:

1. Ballast deck bridges should be anchored with the same pattern as in Chapter 2.1 and 2.2 of these CWR Procedures.
2. Open-deck bridge spans should be anchored as follows:
 - On open-deck timber bridges, apply anchors to all ties fastened to the stringers.
 - On open-deck steel spans 150 feet long or less, apply anchors to all ties fastened to the steel structure.
 - On all other structures, apply anchors as directed by the Director Bridge Engineering

Maintenance or Rail Repair

2.4 Legacy Patterns

On CWR installations completed before September 21, 1998, existing anchoring may remain if rail is restrained to prevent track buckles. Rail must be adjusted (by increasing or decreasing the length of rail or by lining curves) or anchors added to rail, if restraint is not sufficient.

2.5 Anchor Requirements After Rail Repair

When rail repairs result in a joint added to CWR, the anchor pattern shall match the existing pattern in track. Box anchor at least every other tie for a distance of 195 feet in each direction, unless anchoring is otherwise provided. When making repairs to a stripped joint or failed joint bar, adjust or add anchors as prescribed in the following table.

Condition	Action
Bolted joint in CWR experiencing service failure (stripped joint) or failed bar(s) with gap* present. *gap exists if it cannot be closed by drift pin.	<ol style="list-style-type: none">1. Weld joint, OR2. Remediate joint conditions (per Chapter 6.5 CWR) and replace bolts (new, in-kind or stronger), and weld joint within 30 days, OR3. Replace failed bar(s), install 2 additional bolts, and adjust anchors OR4. Replace bars, bolts (if failed or missing) and anchor every tie for 195' in both directions OR5. Add rail (documenting provisions for later adjustments, if applicable) and reapply anchors.

Chapter 3 Preventive Maintenance on Existing CWR Track

Performing track buckling preventive maintenance procedures to properly maintain the RNT reduces the risk of buckles in hot weather as well as pull-a parts and broken rails in cold weather. When tight rail conditions exist, be governed by Chapter 7.1 of these CWR Procedures.

3.1 Maintaining Desired Rail Installation Temperature Range

A record of rail neutral temperature will be maintained where rail has pulled apart, broken, or been cut.

Rail that has pulled apart, broken, or has been cut must be adjusted into a safe zone defined as the Target Neutral Temperature (TNT) $\pm 20^{\circ}$ F for that location. Refer to Target Rail Laying Temperatures (Chapter 1.1 above) for the TNT for your location.

Exception: if actual rail temperature results in a rail neutral temperature above the safe zone, the rail does not need to be subsequently adjusted unless evaluation of location identifies conditions significantly reducing lateral strength or longitudinal restraint – record a work order for subsequent readjustment if such conditions are identified.

If the rail has not been readjusted prior to the rail temperature exceeding the values in the table below, a speed restriction not to exceed 25 MPH will be placed. A speed restriction of 40 MPH can be placed in lieu of the 25 MPH, but the track must be inspected daily during the heat of the day. As you can see from the table below, if the rail temperature at the time of break or pull-apart exceeded 60° F, no slow order is necessary.

Rail Temperature Recorded at Time of Break or Pull-Apart ($^{\circ}$ F)	Readjust or Place Slow Order Before Rail Temperature Reaches ($^{\circ}$ F)
60	135
50	130
40	125
30	120
20	115
10	110
0	105
-10	100
-20	95
-30	90
-40	85

Note: If both rails are cut (e.g., installing a short track panel), the above table will not apply. The adjustments, slow orders, and inspections described above will instead apply at a rail temperature 70° F above lowest rail temperature at time of separations.

Effective January 1, 2010, locations where the neutral temperature has been lowered below the safe zone must be adjusted to TNT minus 20° F or higher within 365 days or restrict to a speed not exceeding 15 mph and when rail temperatures exceed TNT- 20° F inspect weekly.

The Electronic Task Reporting System (ETRS) will automatically monitor all reported CWR attributes to ensure a location is restored to within its safe zone. If an area is not restored, a CWR Adjustment order will be generated.

If a CWR Adjustment order does not exist for a location, the pull chart or CWR calculator

may be used to determine the amount of rail to remove. If a CWR Adjustment order exists for a location, either remove the required amount shown or destress the location.

Use match marks to determine GAP and Pull values to report in ETRS for each CWR adjustment work activity. Use exiting match marks vs creating new ones whenever possible. Match marks should be:

- Made outside of the rail section to be repaired or removed.
- On the field side of the rail using a ball-point paint marker
- A sufficient distance from any planned cuts or drilled holes in the rail to allow room for rail joint and weld documentation
- A whole number of feet apart
- If placing the original match marks, write the original distance between the match marks on the web of the rail next to both match marks. The markings should not be between the match marks.
 - If the rail is not broken/cut, simply measure the distance between the two match marks before cutting the rail
 - If the rail is broken, measure a whole foot distance from each rail end and place the match mark. Double that distance when writing the original match mark distance on the rail.

Follow these steps to determine GAP and PULL.

1. Prior to any work occurring, measure the starting distance between the match marks
2. Determine rail end movement and rail temp at time of repair as follows:
 - a. Amount rail moves apart at cut/break = + Gap
 - b. Amount rail grows together on its own at cut/break = - GAP
 - c. Amount rail pulls together as result of work (puller, rail consumption for weld,etc) = PULL
 - d. Rail temp is taken at the time of the initial cut or when the repairs are made for a broken rail
3. If the repair includes a weld(s), trim the necessary amount of rail so that no rail is added as a result of the welds. Since the match marks do not move (example: trim 1" and add back in 1" of rail with the weld), this is not recorded as a GAP or a PULL.

Document on the field side of the rail using ball-point paint marker - Rail Temperature, Gap, Pull, Date

Record in ETRS Rail Temperature, Date, Location, Gap, Pull. If work not performed under an existing CWR Adjustment Order also record Tie and anchor or fastener method, Track Strength.

3.2 Destressing Rail

Rail can be destressed by cutting rail out. When cutting rail out, use this procedure:

1. Cut rail to be destressed.
2. Remove or reposition anchors or clips for a minimum of 200 feet in both directions from the cut

or up to a restriction that prevents rail movement.

3. Wait until the rails stop moving. The rail ends may need to be trimmed more than one time to allow for expansion.
4. Make match marks on either side of the cut after the unrestrained rail is relaxed.
5. Take the rail temperature (far enough away from the cut so that the reading is not affected by the cutting procedure).
6. Use Table 6-3 in the Appendix of these CWR Procedures to compare the rail temperature with the Target Neutral Temperature (TNT) for the territory. The difference between the two is known as the temperature differential.
7. If the actual rail temperature is lower than the TNT for the territory, use Table 6-3, in the Appendix to determine the rail length to be removed based on the total distance the anchors or clips have been removed.
8. If the rail temperature is at or above the TNT, no additional adjustments are needed. When destressing rail near fixed objects, destress each rail to a temperature that is 10 degrees higher than the TNT.
9. Weld the joint or apply joint bars.
10. Replace the rail anchors or clips.
11. Document on the rail match marks, employee name, date work performed, rail temperature at time of adjustment, amount of rail added or removed (PULL) per Table 6-3 (see Page 11), and feet of rail adjusted.

Chapter 9 Recordkeeping

9.1 Report of CWR Installations

The initial rail temperature, final adjusted rail neutral temperature, location, and date of CWR installations must be recorded and must be retained for at least one year after installation.

9.2 Report Maintenance Work in CWR

Because track maintenance can disturb the lateral and longitudinal resistance of the track, records of the following must be kept for at least one year after corrections or adjustments are made:

- Record of each designated cut or break location using the adjustment methodology of Chapter 3.1, including location, rail temperature, date, rail adjustments, and final Rail Neutral Temperature.
- Record of each designated cut or break location using Destressing Rail in Chapter 3.2, including the rail temperature of the final RNT.
- Where a curve has been staked and has shifted inward more than a maximum of 2 inches.
- CWR installation or maintenance work that does not conform to these written procedures.

The Division Engineer and Roadmaster must monitor these records to ensure that necessary corrections and adjustments are made.

Appendix

Table 6-3. Change in Length of Welded Rail to Change Neutral Temperature.

Temp. Diff. (°F)	Length of Unrestrained Rail							
	200'	400'	600'	800'	1,000'	1,200'	1,400'	1,600'
5°	1/8"	1/4"	1/4"	1/4"	1/2"	1/2"	1/2"	1/2"
10°	1/8"	1/4"	1/2"	1/2"	3/4"	1"	1"	1-1/4"
15°	1/4"	1/2"	3/4"	1"	1-1/4"	1-1/2"	1-3/4"	1-3/4"
20°	1/4"	1/2"	1"	1-1/4"	1-1/2"	1-3/4"	2-1/4"	2-1/2"
25°	3/8"	3/4"	1-1/4"	1-1/2"	2"	2-1/4"	2-3/4"	3"
30°	1/2"	1"	1-1/2"	1-3/4"	2-1/4"	2-3/4"	3-1/4"	3-3/4"
35°	1/2"	1"	1-3/4"	2-1/4"	2-3/4"	3-1/4"	3-3/4"	4-1/4"
40°	5/8"	1-1/4"	1-3/4"	2-1/2"	3"	3-3/4"	4-1/4"	5"
45°	3/4"	1-1/2"	2"	2-3/4"	3-1/2"	4-1/4"	5"	5-1/2"
50°	3/4"	1-1/2"	2-1/4"	3"	4"	4-3/4"	5-1/2"	6-1/4"
55°	7/8"	1-3/4"	2-1/2"	3-1/2"	4-1/4"	5-1/4"	6"	6-3/4"
60°	7/8"	1-3/4"	2-3/4"	3-3/4"	4-3/4"	5-1/2"	6-1/2"	7-1/2"
65°	1"	2"	3"	4"	5"	6"	7"	8"
70°	1-1/8"	2-1/4"	3-1/4"	4-1/4"	5-1/2"	6-1/2"	7-3/4"	8-3/4"
75°	1-1/8"	2-1/4"	3-1/2"	4-3/4"	5-3/4"	7"	8-1/4"	9-1/4"
80°	1-1/4"	2-1/2"	3-3/4"	5"	6-1/4"	7-1/2"	8-3/4"	10"
85°	1-3/8"	2-3/4"	4"	5-1/4"	6-3/4"	8"	9-1/4"	10-1/2"
90°	1-3/8"	2-3/4"	4-1/4"	5-1/2"	7"	8-1/2"	9-3/4"	11-1/4"
95°	1-1/2"	3"	4-1/2"	6"	7-1/2"	9"	10-1/4"	11-3/4"
100°	1-1/2"	3"	4-3/4"	6-1/4"	7-3/4"	9-1/4"	11"	12-1/2"

Note: The above amounts do not allow for rail added during thermite welding nor rail removed in upset during flash-butt welding.

LEGEND:

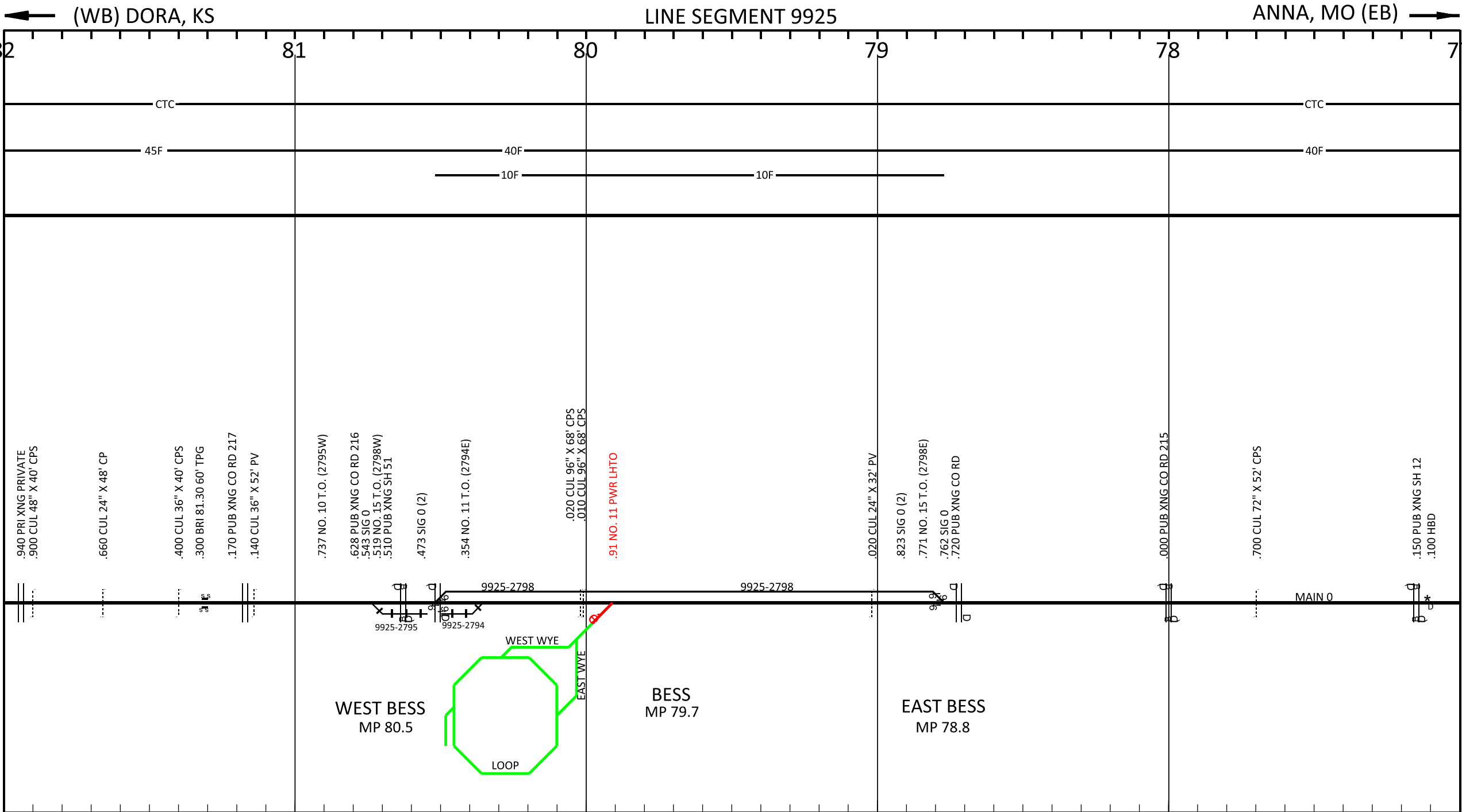
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- CONSTRUCT - BNSF
- CONSTRUCT - INDUSTRY
- REMOVE
- UPGRADE TRACK
- FOREIGN RAILROAD
- NEW ACCESS ROAD
- POTENTIAL ADDITIONAL ROW
- SOLD ROW
- CTC REVISED OPERATION
- P79 F50 REVISED SPEED


CUSTOMER WORK:
INSTALL 2 NO. 11 RHTO
INSTALL 2 NO. 11 LHTO
CONSTRUCT 10,919 TF

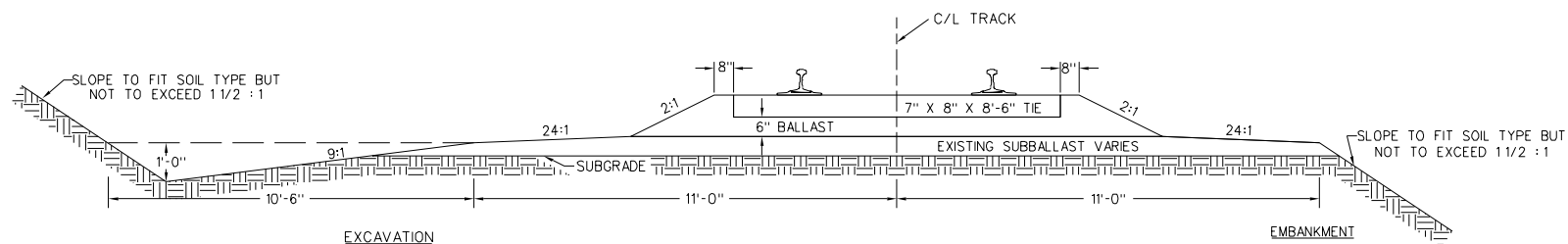
BNSF WORK:
INSTALL 1 NO. 11 PWR LHTO
INSTALL 1 PWR DSPD
CONSTRUCT 285 TF

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EAST WYE TRACK - 1,197'
LOOP TRACK - 6,002'
BAD ORDER TRACK - 300'

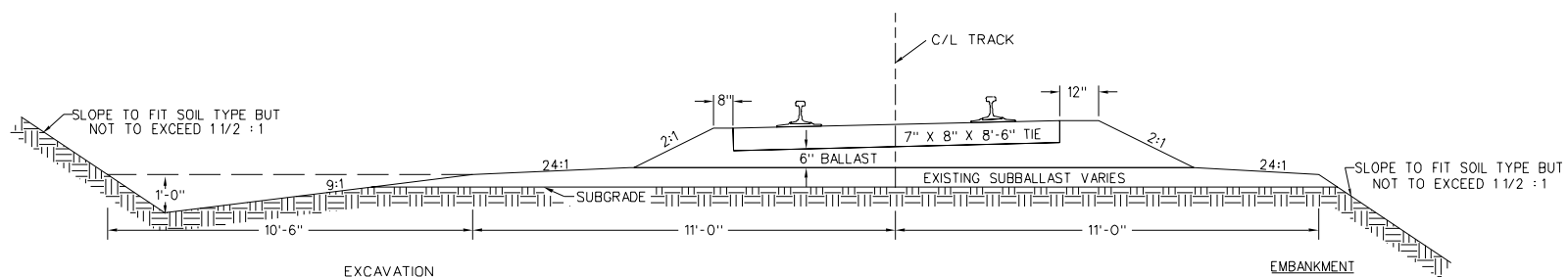
CONCEPTUAL DRAWING ONLY!
THIS LAYOUT HAS NOT BEEN
ENGINEERED AND NEEDS TO BE
VERIFIED BY FIELD SURVEY



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						REVISIONS			NEW AG LOOP FACILITY BESS,KS			
						NO.	DESCRIPTION	DATE				BY
DESIGN	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES			SF NO.	CS NO.	STATUS PRELIMINARY		FILE:		SHEET 1 OF 1	DATE: 4/04/2017



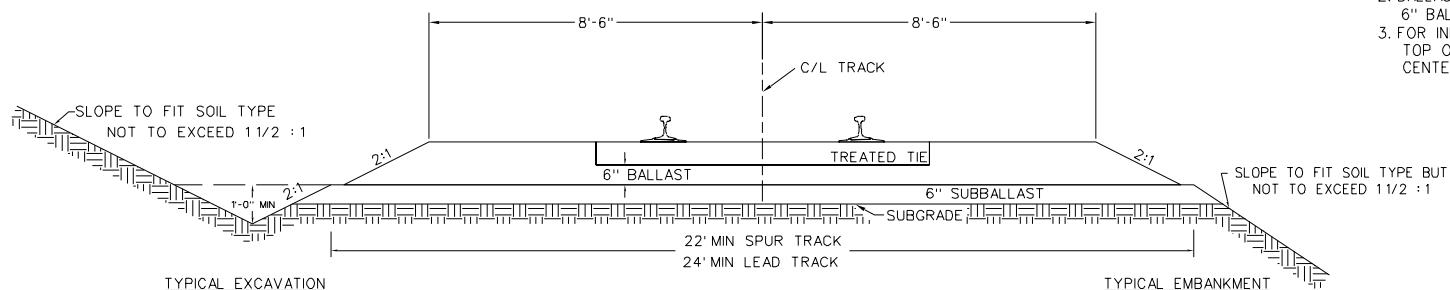
TANGENT TRACK LIGHT TRAFFIC LINES



CURVED TRACK LIGHT TRAFFIC LINES

NOTE:

1. 6" MIN. GRANULAR SUBBALLAST OR AS REQUIRED PER LOCAL SUBGRADE CONDITION.
2. BALLAST PER MILE OF TRACK:
6" BALLAST 2,435 CU. YARDS TANGENT
3. FOR INDUSTRY TRACK BALLAST SECTION TO BE LEVEL WITH TOP OF TIE WHERE WALKING REQUIRED, 8'-6" MIN FROM CENTER LINE.



SLOPE DITCH LONGITUDINALLY TO DRAIN

INDUSTRY TRACK

BURLINGTON NORTHERN
SANTA FE
STANDARD PLAN
ENGINEERING DEPT., FORT WORTH, TEXAS

LIGHT TRAFFIC LINES
AND
INDUSTRY TRACK

RAIL:

DATE: 10/29/97

SCALE: NONE

DWG. NO.

SHEET NO.

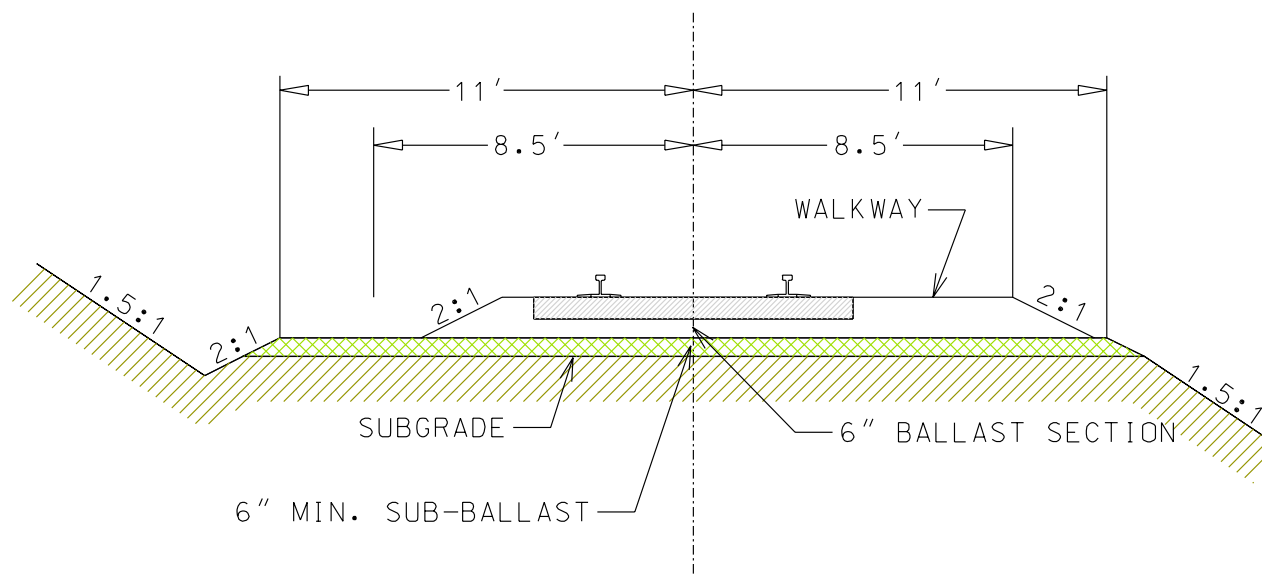
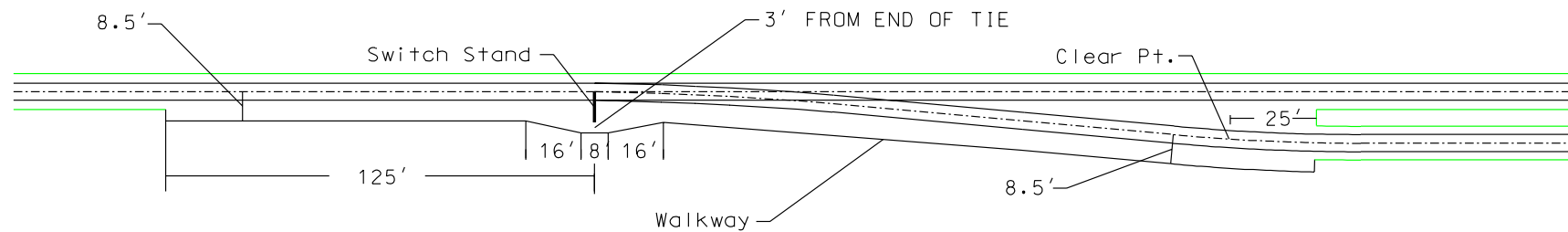
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03

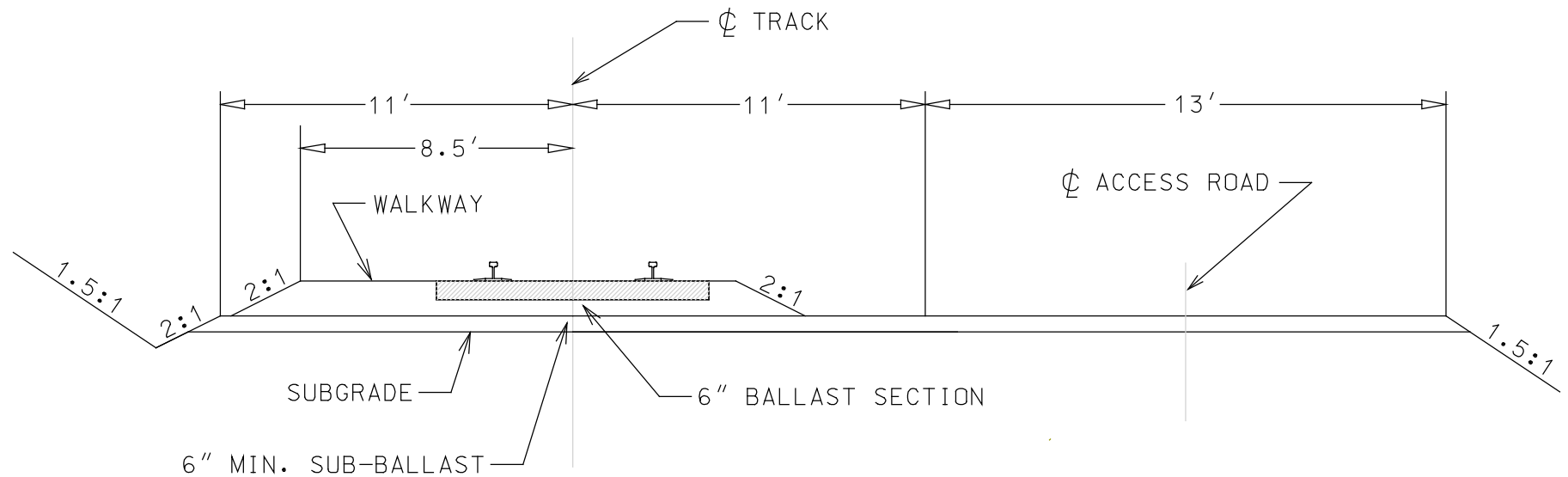
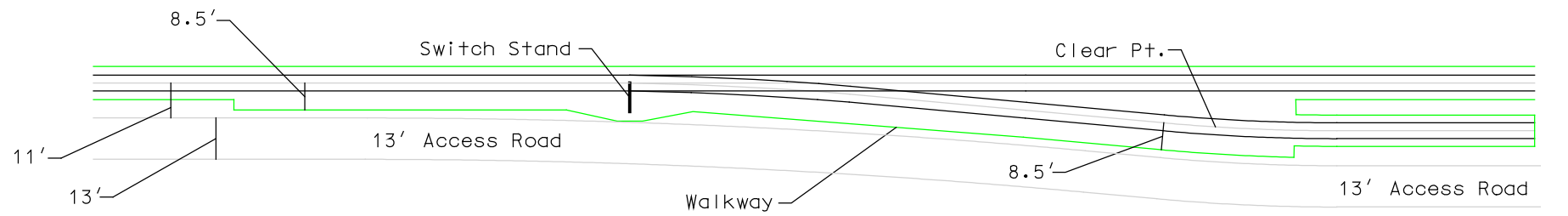
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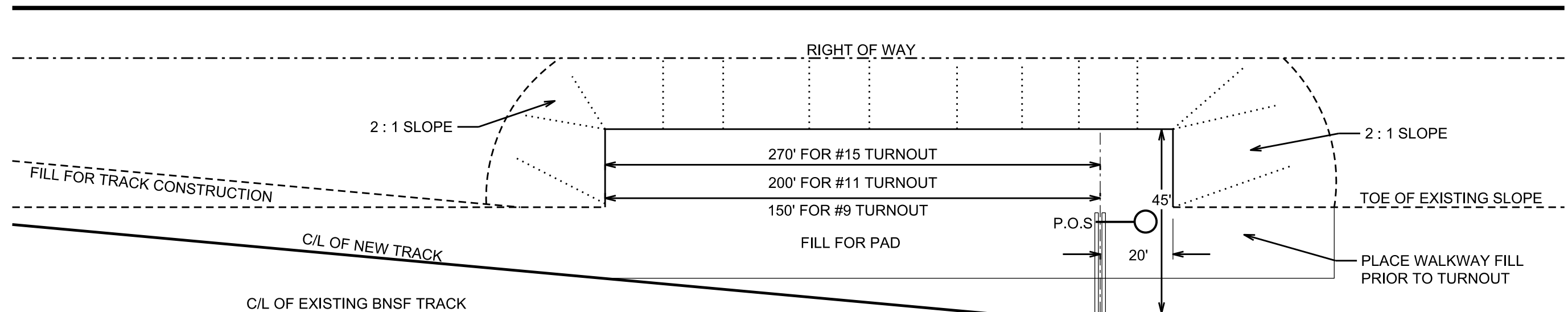
INDUSTRY TRACK STD SECTION
WITH 8.5' WALKWAY

BNSF ENG SVCS - 10/12/01



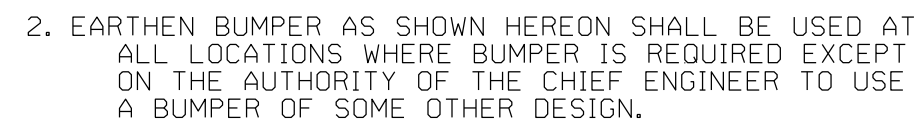
INDUSTRY TRACK STD SECTION
WITH 13' ACCESS ROAD


BNSF ENG SVCS - 04/02/04

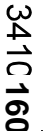
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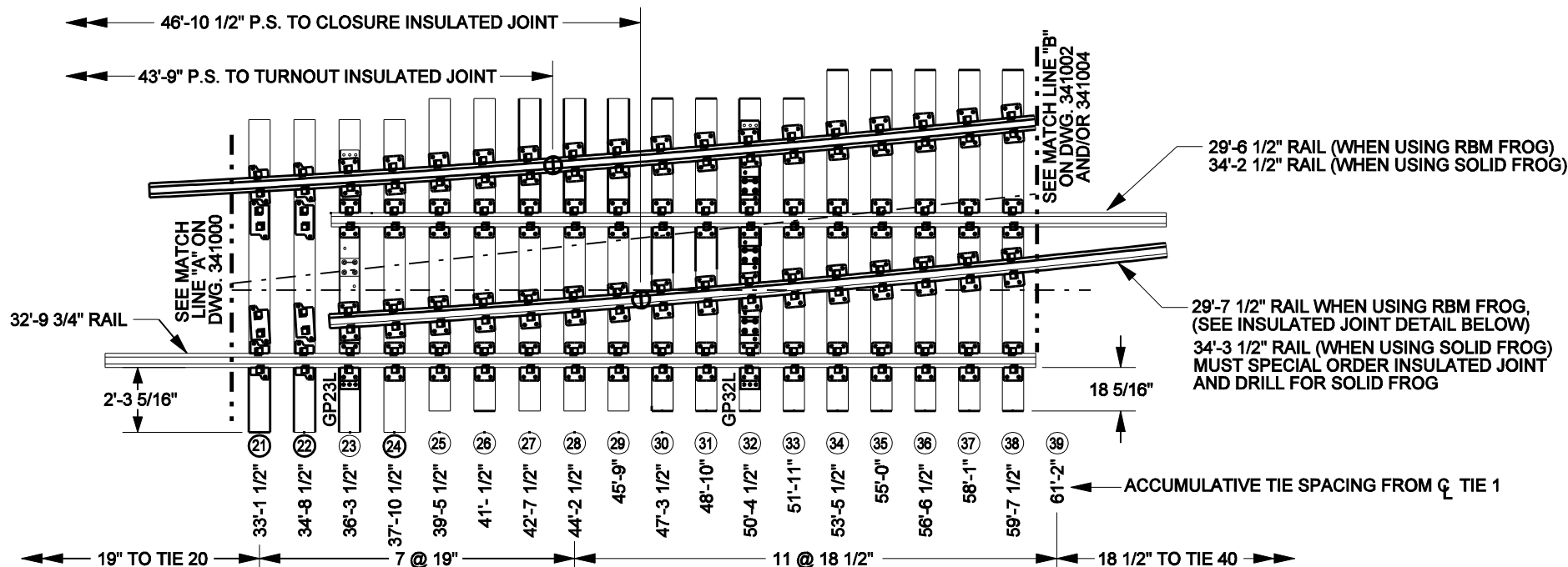
BNSF STANDARD TURNOUT PAD
FOR INDUSTRY TRACKS
NOT TO SCALE

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	Rev'd pod dimensions to match ML Trk Stds	4/4/17	JRG



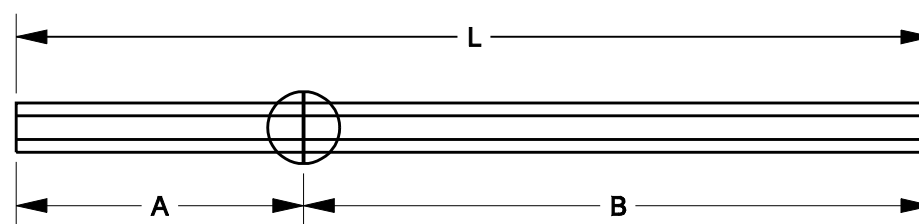
APPROVALS - (NAME - TITLE)		DATE	APPROVALS - (NAME - TITLE)		DATE																																												
						<div>REVISIONS</div> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	DESCRIPTION	DATE	BY																																				
NO.	DESCRIPTION	DATE	BY																																														
155	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES			PROJECT SCO NO	STATUS A-17		FILE: earthen bumper.dgn	DATE: 04/05/2017																																								





NOTES:

1. WHEN INSULATED JOINTS ARE REQUIRED, THE LOCATION OF THE JOINTS SHOULD BE STAGGERED NO CLOSER THAN 6" AND NOT MORE THAN 4'-6" APART, MEASURED ALONG THE TURNOUT.
2. SEE DWGS 341000, 341002, 341003, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 341100 FOR TURNOUT GEOMETRY.
5. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = 14,500 LBS.



	A	B	L	BNSF ITEM NO.
TURNOUT INSULATED JOINT RAIL	14'-3 1/4"	17'-0 3/4"	31'-4"	524400027
CLOSURE INSULATED JOINT RAIL	11'-0 1/2"	18'-7"	29'-7 1/2"	524400030

INSULATED JOINT DETAIL (FOR USE WITH RBM FROG ONLY)

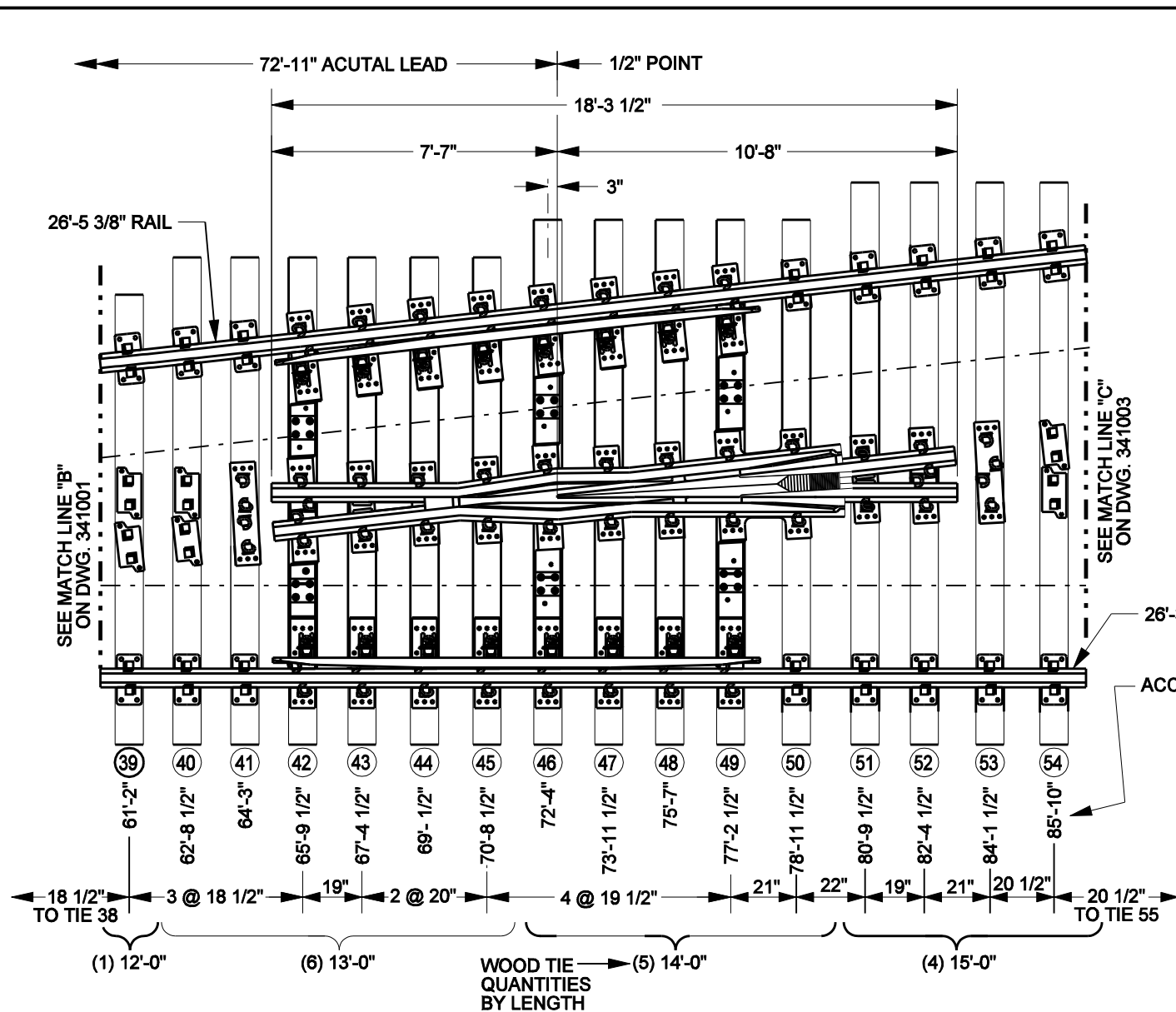
BNSF
RAILWAY



COMMON STANDARDS

NO. 9 TURNOUT 136 LB. PANEL NO. 2

FILE OWNER: BNSF	DATE: MAR. 1, 2007
REV. NO.: 4	DWG NO: 341001



- NOTES:
1. SEE DWGS 341000, 341001, 341003, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
 2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
 3. SEE DWG 341100 FOR TURNOUT GEOMETRY.
 4. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
 5. PANEL WEIGHT = 18,000 LBS.
 6. SEE DWG 3413004 FOR SOLID MANGANESE FROG PANEL.



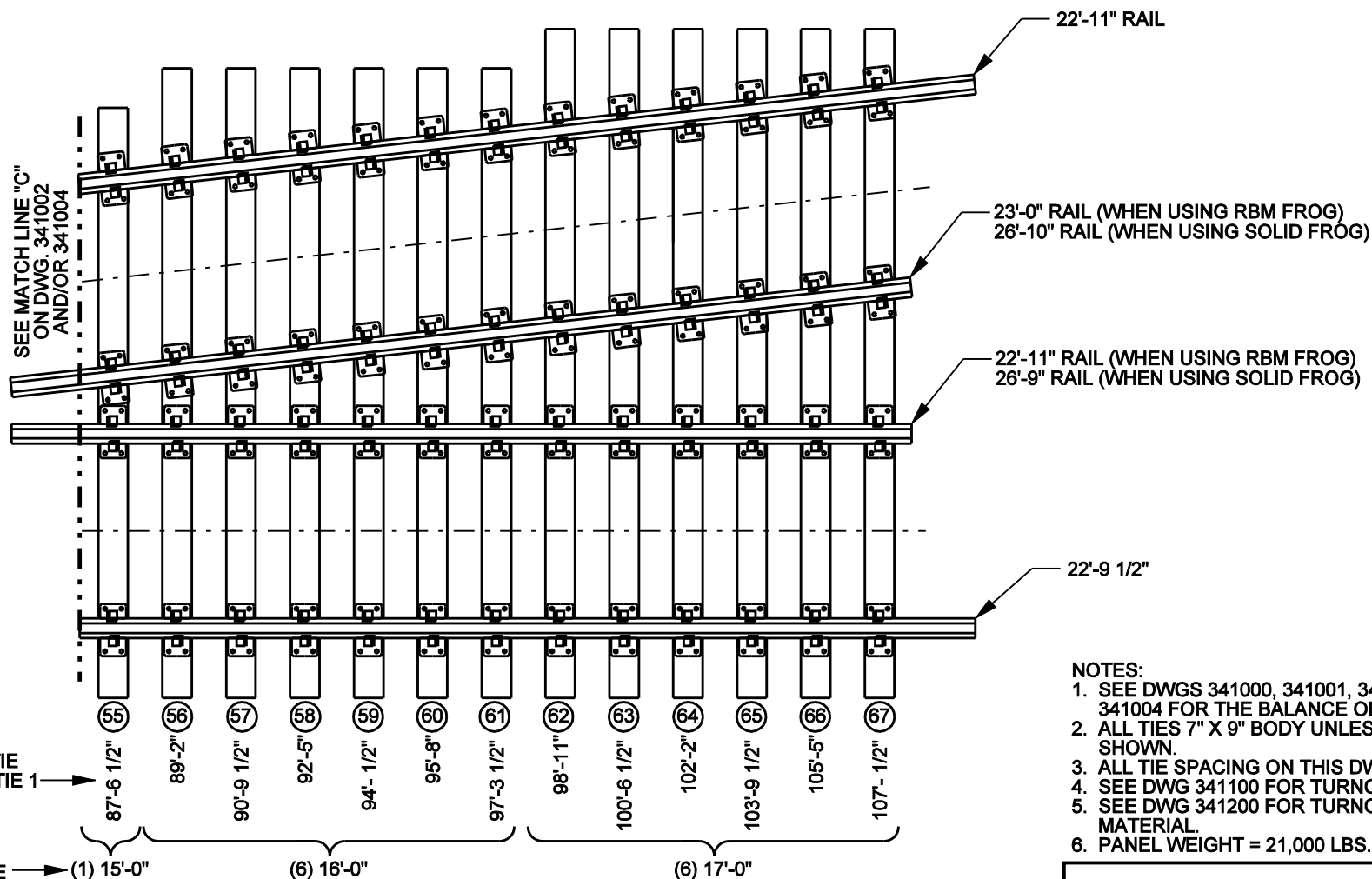
COMMON STANDARDS

**NO. 9 TURNOUT 136 LB.
PANEL NO. 3 WITH
OPTIONAL RBM FROG**

	UPRR	BNSF RH	BNSF LH
RBM	N/A	513450048	513450049
SOLID	N/A	513450050	513450051

FILE OWNER: BNSF	DATE: MAY 19, 2008
REV. NO.: 5	DWG NO: 341003

22-3



NOTES:

1. SEE DWGS 341000, 341001, 341002, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. ALL TIE SPACING ON THIS DWG IS 19 1/2".
4. SEE DWG 341100 FOR TURNOUT GEOMETRY.
5. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = 21,000 LBS.

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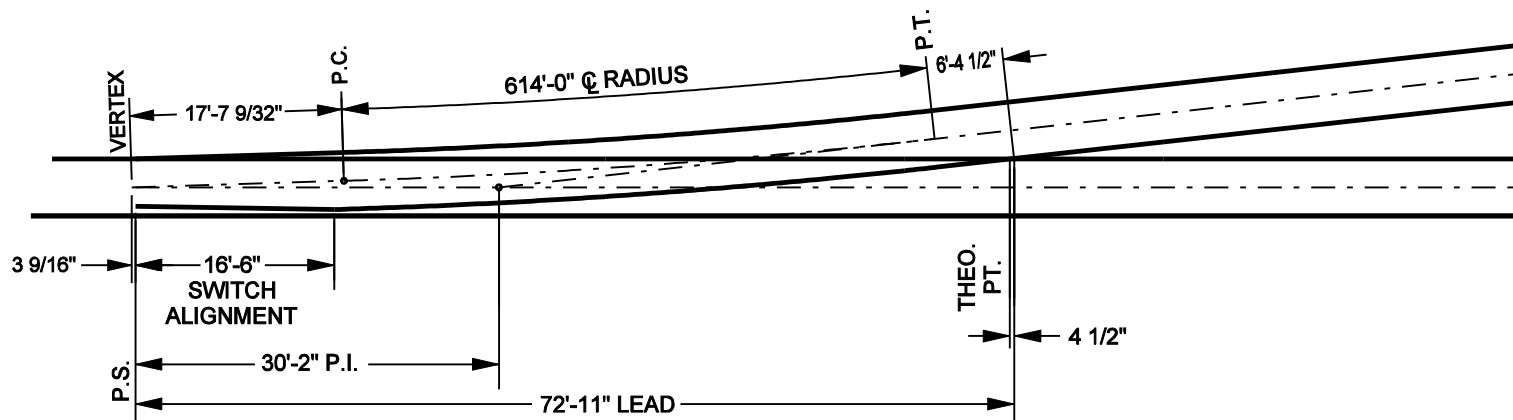
COMMON STANDARDS

**NO. 9 TURNOUT 136 LB.
PANEL NO. 4**

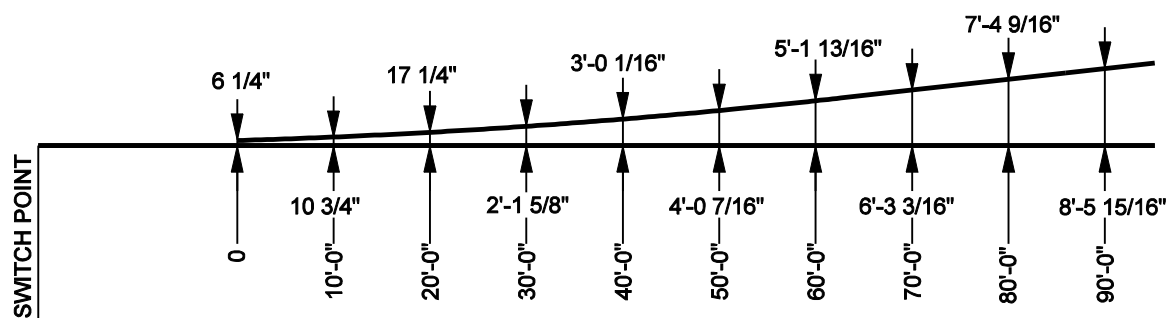
FILE OWNER: BNSF DATE: FEB 28, 2007

REV. NO.: 2 DWG NO: 341002

163



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA	
SWITCH LENGTH	16'-6"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-46'-22"
SWITCH ANGLE	1°-46'-22"
THROW AT ROD #1	4 3/4"
THICKNESS AT POINT	0"
RADIUS (CLOSURE CURVE)	616.3542'
VERTEX DISTANCE	7 1/16"

FROG DATA	
ANGLE	6°-21'-35"
LENGTH	VARIES

TURNOUT DATA	
RADIUS OF CENTER LINE	614'
T =	24.59'
CENTRAL ANGLE - CLOSURE CURVE	4°35'13"
DEGREE OF CURVE	9°20'31"

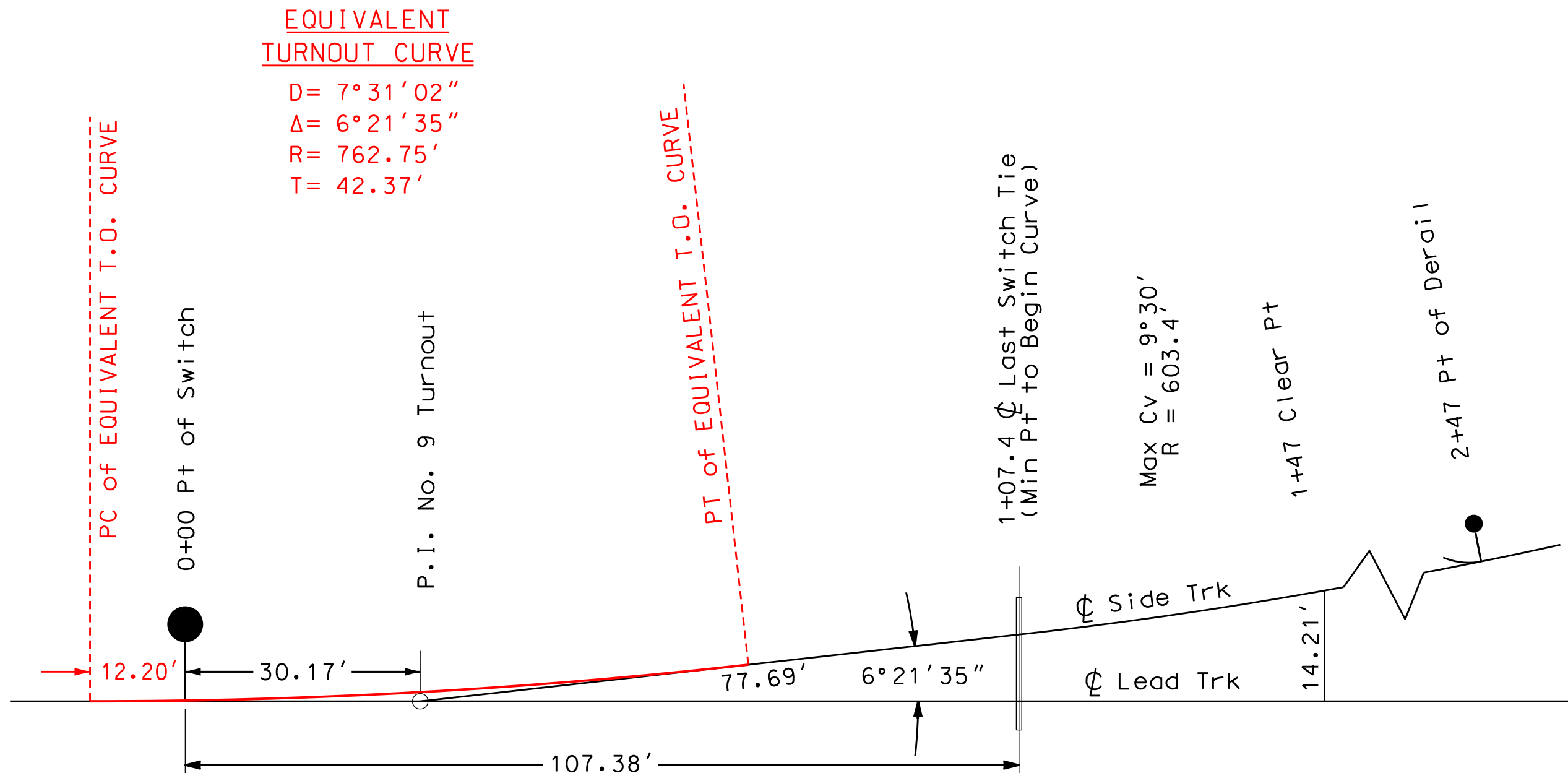
A-22




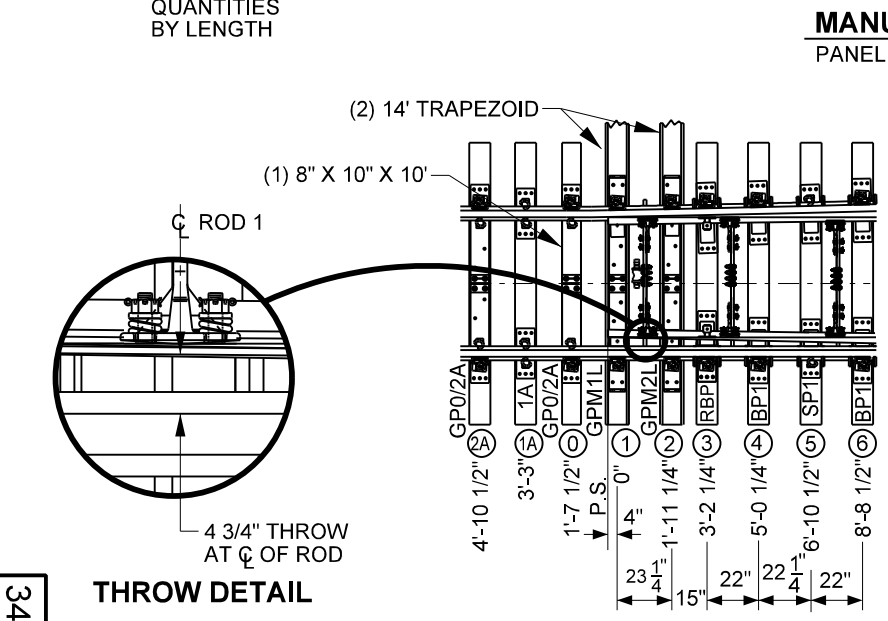
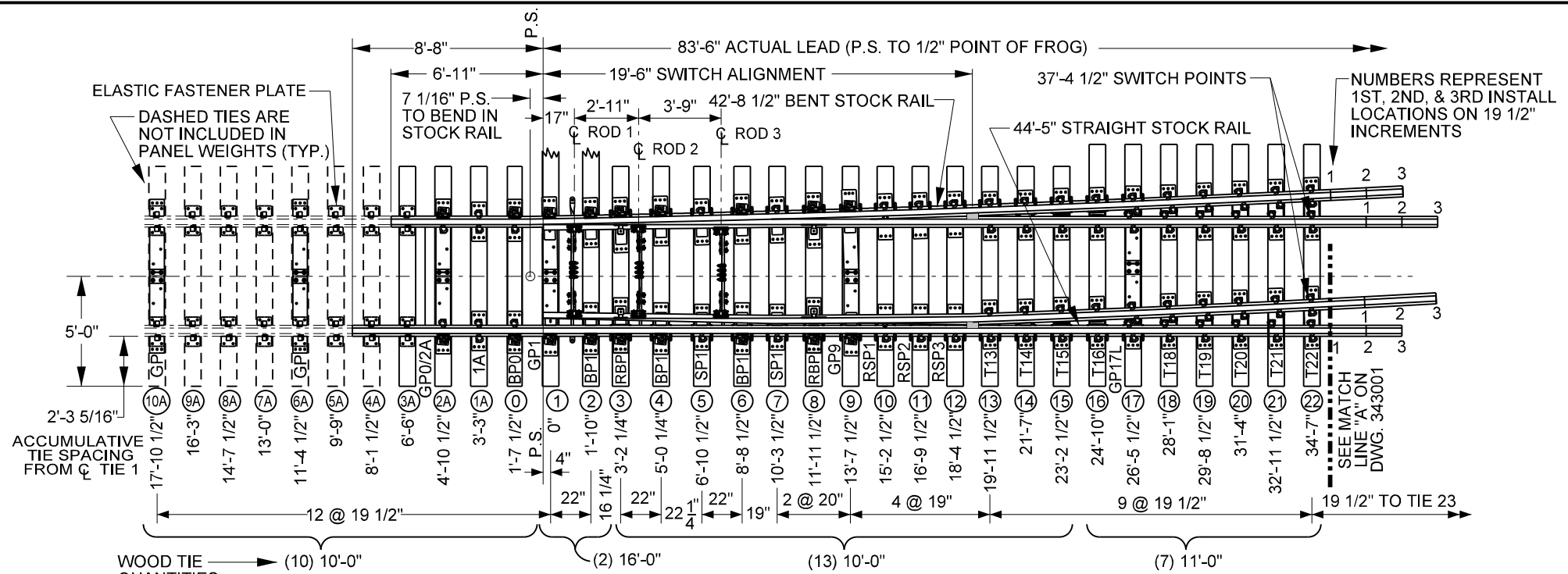
COMMON STANDARDS

**NO. 9 TURNOUT 16-6" STRAIGHT
SWITCH TURNOUT GEOMETRY**

FILE OWNER: BNSF	DATE: JAN 164
REV. NO.: 0	DWG NO: 341100



APPROVALS - (NAME - TITLE)		DATE	APPROVALS - (NAME - TITLE)		DATE	<div></div> <div>NUMBER 9 TURNOUT TRACK ALIGNMENT GEOMETRY</div>												
						REVISIONS				FILE: TURNOUTS.DGN				SHEET 1 OF 1		DATE: 05/06/2011		
						NO. DESCRIPTION DATE BY												
						1 Added CP and Derailinfo 4/5/17 JRG												
DRA 165		CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES				PROJ/SEC NO		STATUS PRELIMINARY A-23									



MANUAL OPERATED
PANEL WEIGHT: 20,000 LBS.

POWER OPERATED
PANEL WEIGHT: 20,000 LBS.

- NOTES:
1. SEE DWGS 343001 THRU 343005 FOR THE BALANCE OF LAYOUT PLANS.
 2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
 3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
 4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
 5. FULLY BOX ANCHOR STOCK RAILS, TIES 3-15 FOR SHIPPING OF PANELS ONLY.
 6. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF HEEL OF SWITCH ON STOCK AND SWITCH POINT RAILS.
 7. ALL SWITCH POINT AND STOCKRAIL DIMENSIONS ARE TO FIRST INSTALL, SEE PLAN 241500 FOR FULL LENGTH.

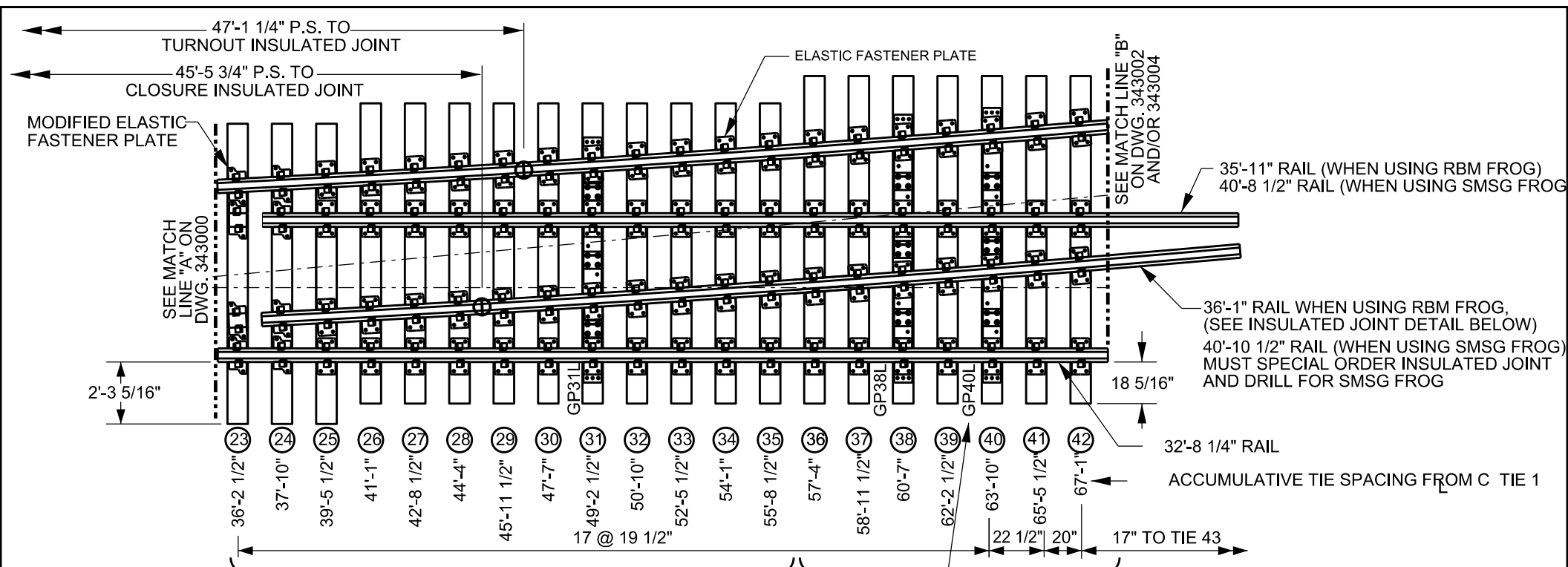


COMMON STANDARDS

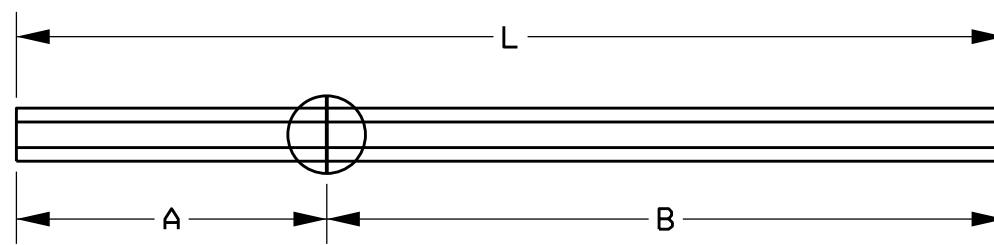
NO. 11 TURNOUT 136/141 LB. PANEL NO. 1

	UPRR	BNSF RH	BNSF LH
136LB. POWER	N/A	004734653	004734810
136LB. MANUAL	N/A	004734828	004734836
136LB. MAN. SPR. SW.	N/A	004734869	004734877
141LB. POWER	N/A	005253505	005253497
141LB. MANUAL	N/A	005253521	005253513
141LB. MAN. SPR. SW.	N/A	005253547	005253539

FILE OWNER: BNSF	DATE: NOV. 22, 2016
REV. NO.: 7	DWG NO: 343000



- NOTES:
1. WHEN INSULATED JOINTS ARE REQUIRED, THE LOCATION OF THE JOINTS SHOULD BE STAGGERED NO CLOSER THAN 6" AND NOT MORE THAN 4'-6" APART, MEASURED ALONG THE TURNOUT.
 2. SEE DWGS 343000, 343002, 343003, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
 3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
 4. SEE DWG 343100 FOR TURNOUT GEOMETRY.
 5. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
 6. PANEL WEIGHT = 17,000 LBS.



INSULATED JOINT DETAIL
(FOR USE WITH RBM FROG ONLY)

	A	B	L
TURNOUT INSULATED JOINT RAIL	11'-4"	21'-5"	32'-9"
CLOSURE INSULATED JOINT RAIL	8'-2"	27'-11"	36'-1"

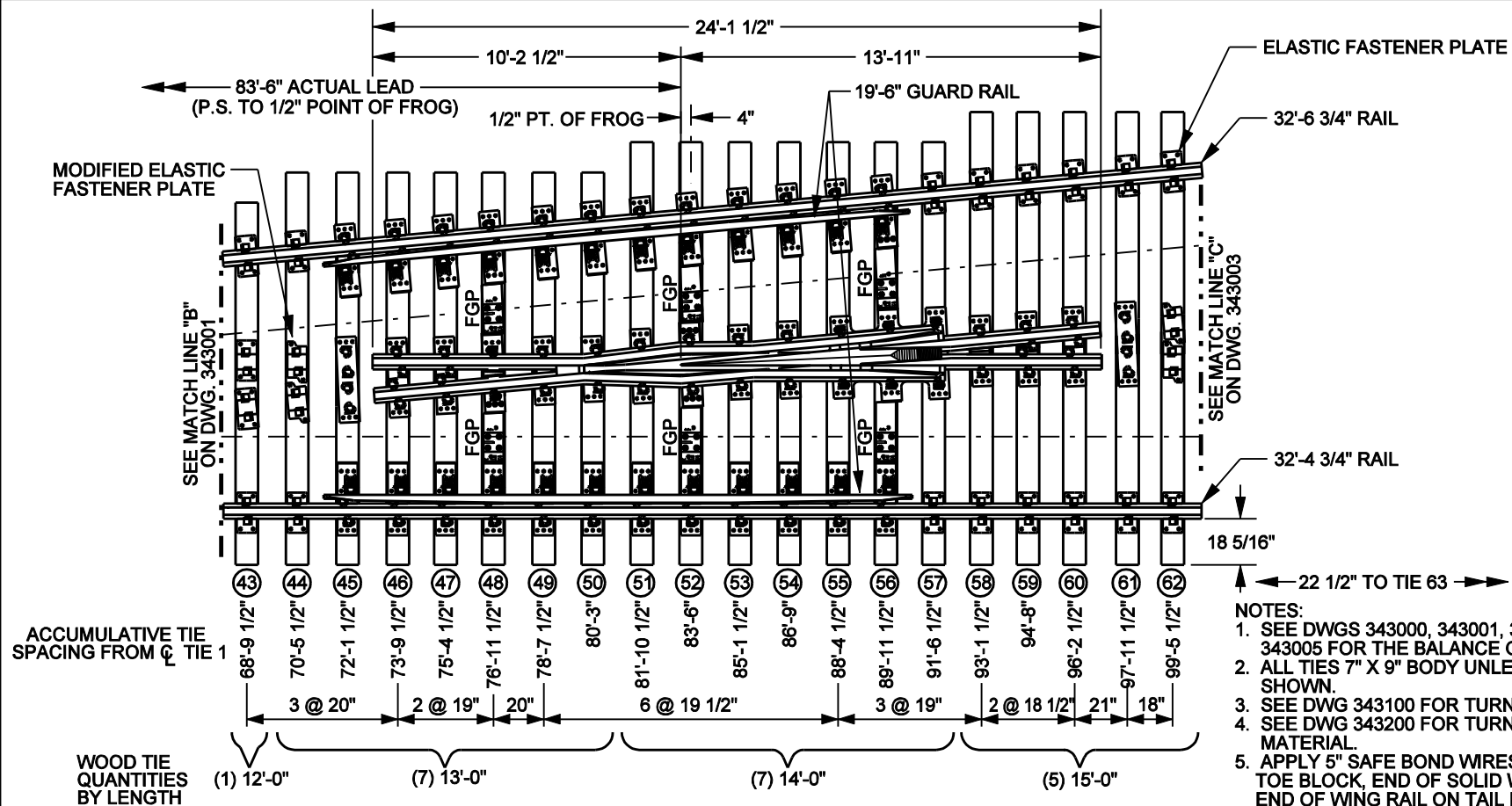
	BNSF STOCK CODE	
	136LB.	141LB.
LH TURNOUT INSULATED JOINT RAIL	005253760	005253554
LH CLOSURE INSULATED JOINT RAIL	005253778	005253562
RH TURNOUT INSULATED JOINT RAIL	005253786	005253570
RH CLOSURE INSULATED JOINT RAIL	005253794	005253588



COMMON STANDARDS

**NO. 11 TURNOUT 136/141 LB.
PANEL NO. 2**

FILE OWNER: BNSF	DATE: MAY 6, 2011
REV. NO.: 7	DWG NO: 343001



NOTES:

1. SEE DWGS 343000, 343001, 343003, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
5. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF TOE BLOCK, END OF SOLID WING RAIL, BEHIND END OF WING RAIL ON TAIL RAIL AND ONE CRIB BEHIND HEEL BLOCK OF FROG.
6. PANEL WEIGHT = 22,000 LBS.
7. SEE DWGS 343004 AND 343005 FOR SMSG AND LIFT FROG PANELS.

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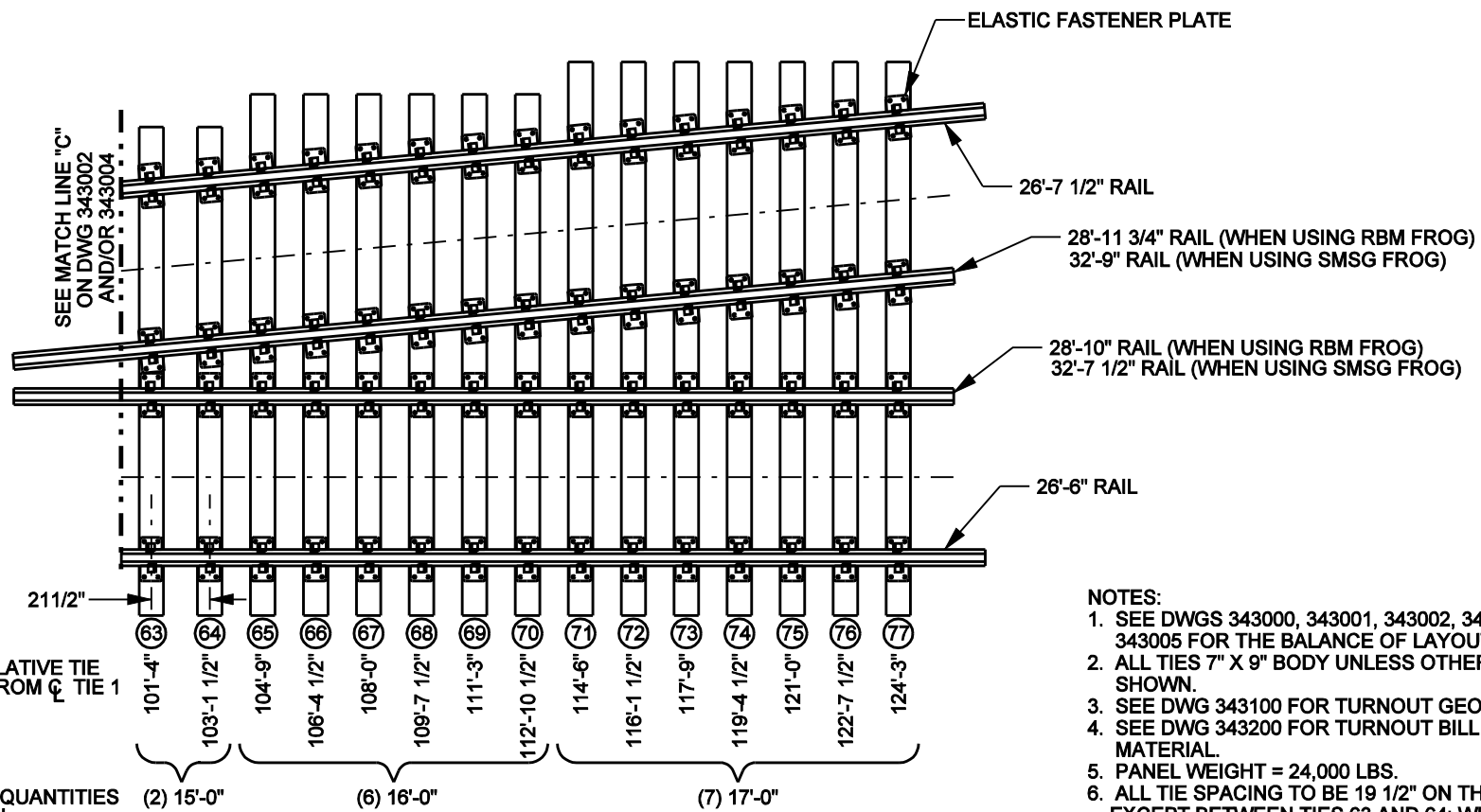

COMMON STANDARDS

**NO. 11 TURNOUT 136/141 LB.
PANEL NO. 3 WITH
OPTIONAL RBM FROG**

	UPRR	BNSF RH	BNSF LH
136LB. RBM	N/A	004710299	004710307
136LB. SPR	N/A	004710315	004710323
136LB. SOLID	N/A	004710331	004710349
141LB. RBM	N/A	005252739	005252721
141LB. SPR	N/A	005252754	005252747
141LB. SOLID	N/A	N/A	N/A

FILE OWNER: BNSF DATE: AUG. 26, 2009

REV. NO.: 5 DWG NO: 34300?



NOTES:

1. SEE DWGS 343000, 343001, 343002, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
5. PANEL WEIGHT = 24,000 LBS.
6. ALL TIE SPACING TO BE 19 1/2" ON THIS DWG. EXCEPT BETWEEN TIES 63 AND 64; WHICH ARE SHOWN AT 21 1/2".

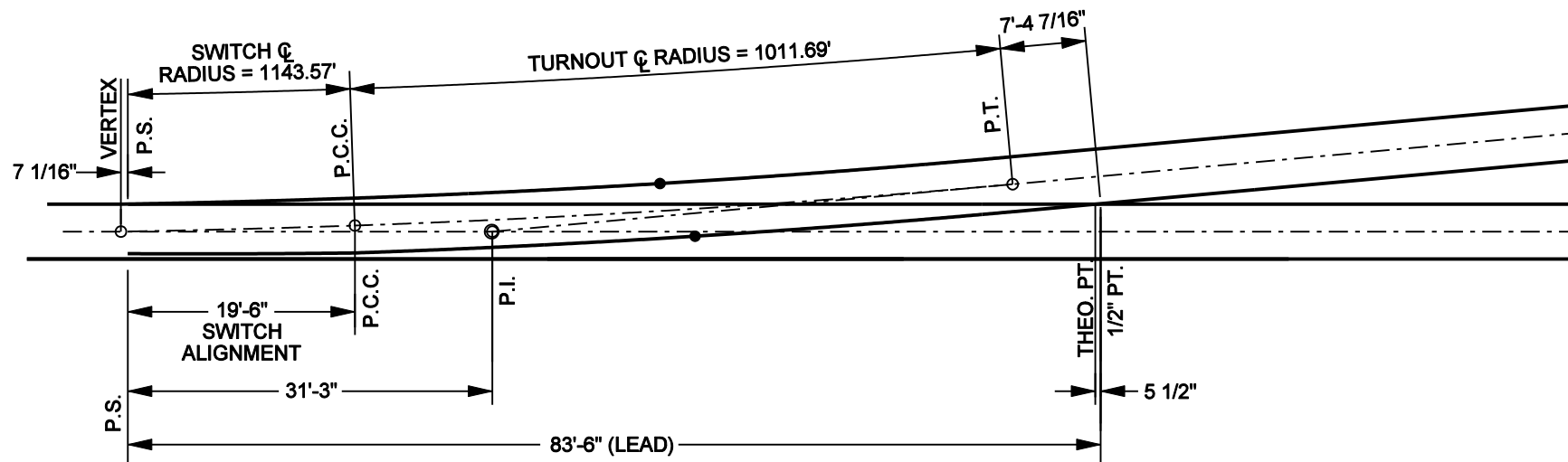


COMMON STANDARDS

**NO. 11 TURNOUT 136/141 LB.
PANEL NO. 4**

FILE OWNER: BNSF DATE: AUG. 26, 2009

REV. NO.: 3 DWG NO: 343002



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA

SWITCH LENGTH	19'-6"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-59'-16"
SWITCH ANGLE	1°-00'-40"
THROW AT ROD #1	4 3/4"
RADIUS (CENTER LINE)	1143.57'
T =	9.69'
CENTRAL ANGLE - CLOSURE CURVE	0°58'16"
DEGREE OF CURVE	5°00'06"
THICKNESS AT POINT	1/8"
RADIUS (CLOSURE CURVE)	1145.92'
VERTEX DISTANCE	7 1/16"

FROG DATA

ANGLE	5°-12'-18"
LENGTH	VARIABLE

TURNOUT DATA

RADIUS OF CENTER LINE	1011.69'
T =	28.35'
CENTRAL ANGLE - CLOSURE CURVE	3°13'02"
DEGREE OF CURVE	5°40'44"

NOTES:



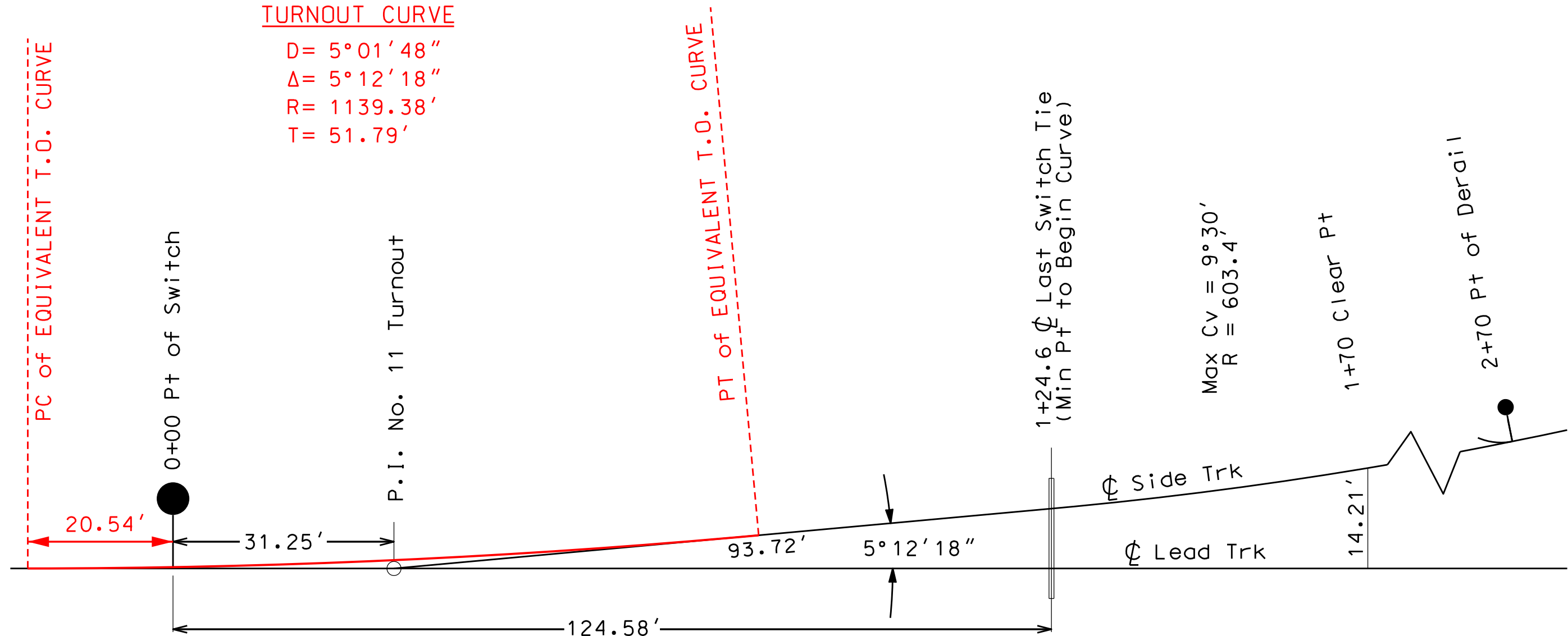
COMMON STANDARDS

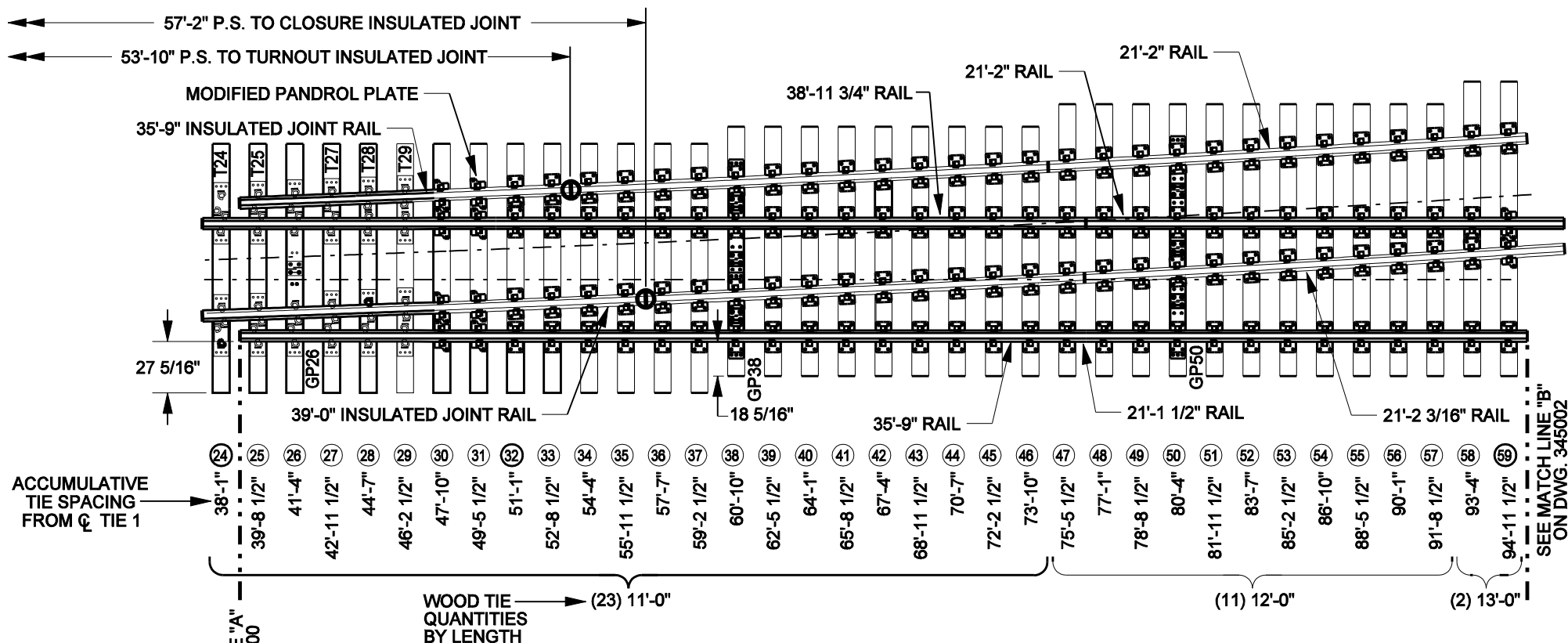


NO. 11 TURNOUT 19'-6" CURVED SWITCH TURNOUT GEOMETRY

FILE OWNER: BNSF DATE: JAN. 9, 2003
REV. NO.: 0 DWG NO: 343100

D = 5° 01' 48"
Δ = 5° 12' 18"
R = 1139.38'
T = 51.79'

[illegible]



NOTES:

1. SEE DWGS 345000, 345002, AND 345003 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHTS = APPROXIMATELY 19,500 LBS. AND 11,800 LBS.



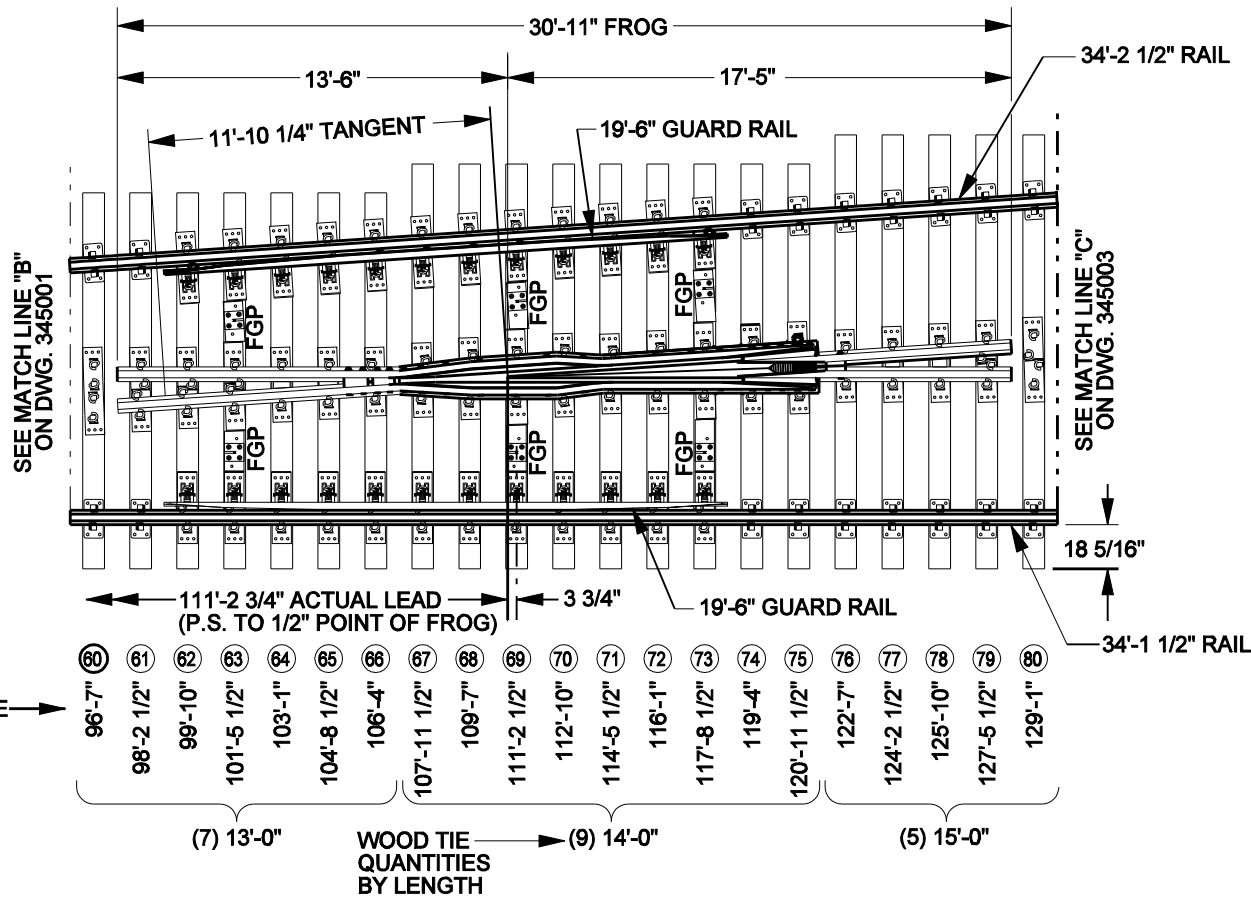
COMMON STANDARDS

NO. 15 TURNOUT 136/141 LB. PANELS NO. 2 AND NO. 3

	A	B	L
TURNOUT INSULATED JOINT RAIL	14'-8"	21'-1"	35'-9"
CLOSURE INSULATED JOINT RAIL	19'-7"	19'-5"	39'-0"

	BNSF ITEM NUMBER	
	136LB.	141LB.
LH TURNOUT INSULATED JOINT RAIL	518030155	518030140
LH CLOSURE INSULATED JOINT RAIL	518030156	518030141
RH TURNOUT INSULATED JOINT RAIL	518030157	518030142
RH CLOSURE INSULATED JOINT RAIL	518030158	518030143

FILE OWNER: UPRR	DATE: MAY 19, 2008
REV. NO.: 3	DWG NO: 345004



- NOTES:
1. SEE DWGS 345000, 345001, AND 345003 FOR THE BALANCE OF LAYOUT PLANS.
 2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
 3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
 4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
 5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
 6. PANEL WEIGHT = APPROXIMATELY 28,800 LBS.

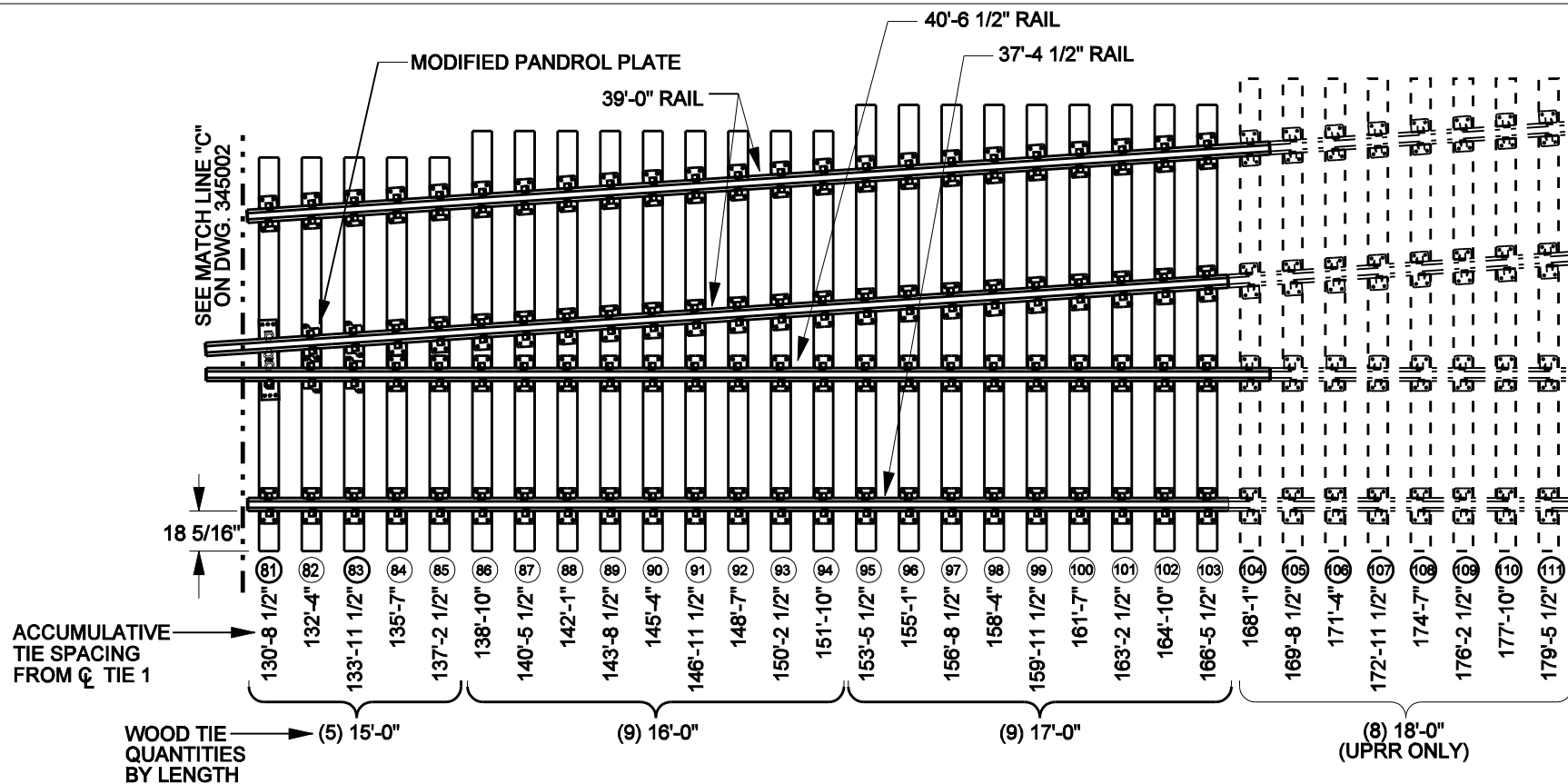


COMMON STANDARDS

NO. 15 TURNOUT 136/141 LB. PANEL NO. 4

	UPRR	BNSF LH	BNSF RH
136LB. RBM	N/A	513450060	513450059
136 LB. SPRING	N/A	513450063	513450061
141 LB. RBM	N/A	513450232	513450233
141 LB. SPRING	N/A	513450234	513450235

FILE OWNER: UPRR	DATE: MAY 16, 2008
REV. NO.: 3	DWG NO: 345007



NOTES:

1. SEE DWGS 345000, 345001, AND 345002 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = APPROXIMATELY 23,650 LBS.

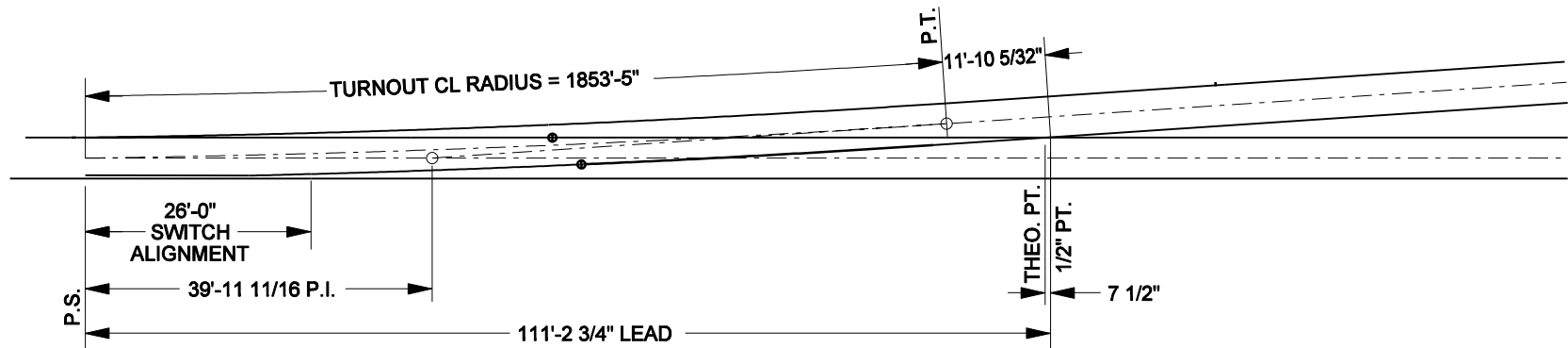
BNSF
RAILWAY



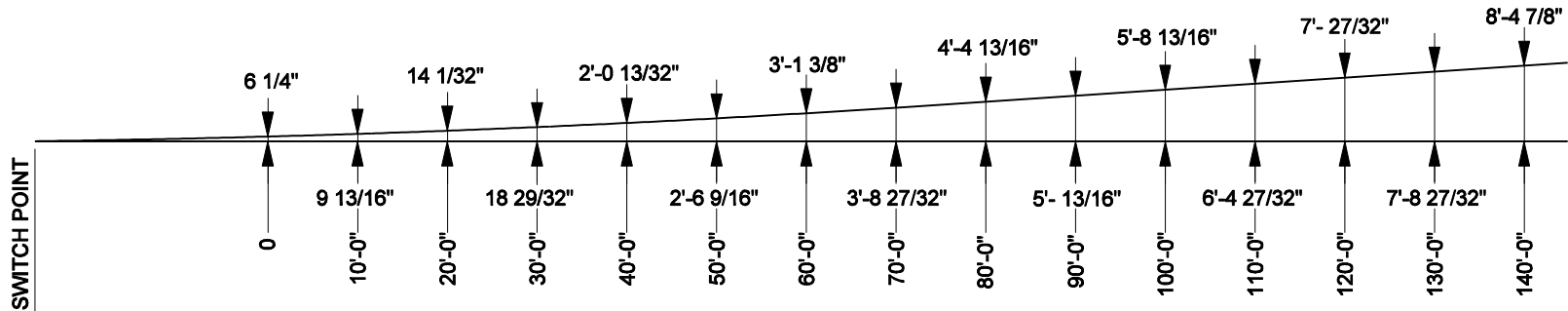
COMMON STANDARDS

**NO. 15 TURNOUT 136/141 LB.
PANEL NO. 5**

FILE OWNER: UPRR	DATE: MAY 2, 2008
REV. NO.: 1	DWG NO: 345002



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA

SWITCH LENGTH	26'-0"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-33'-2"
SWITCH ANGLE	0°-44'-47"
THROW AT ROD #1	4 3/4"
RADIUS (CENTER LINE)	1853.42'
T =	49.68'
CENTRAL ANGLE - CLOSURE CURVE	3°-04'-16"
DEGREE OF CURVE	3°-05'-30"
THICKNESS AT POINT	1/4"
RADIUS (CLOSURE CURVE)	1855.77'
VERTEX DISTANCE	0"

FROG DATA

ANGLE	3°-49'-06"
LENGTH	VARIES

TURNOUT DATA

RADIUS OF CENTER LINE	1853.42'
T =	49.68'
CENTRAL ANGLE - CLOSURE CURVE	3°-04'-16"
DEGREE OF CURVE	3°-05'-30"

NOTES:



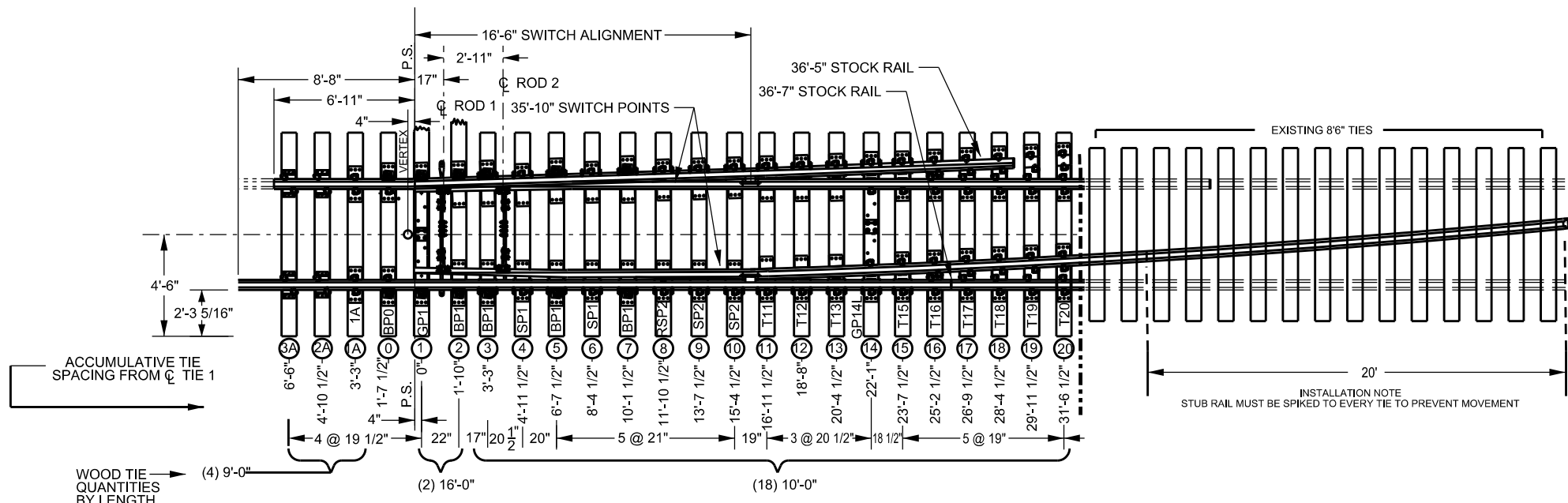
COMMON STANDARDS



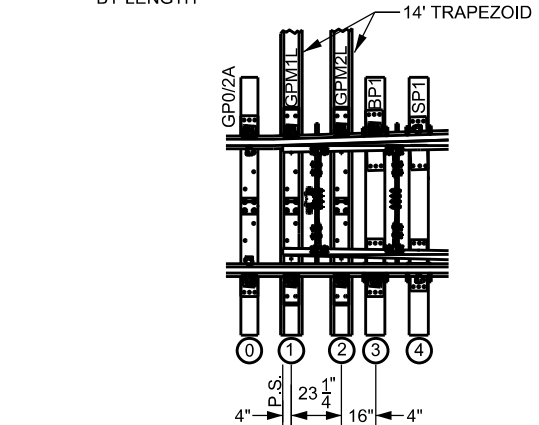
NO. 15 TURNOUT 26'-0" CURVED SWITCH, TURNOUT GEOMETRY

FILE OWNER: UPRR	DATE: JAN. 14, 2003
REV. NO.: 0	DWG NO: 345100

3451176

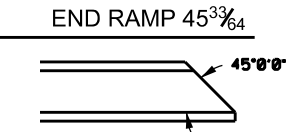


WOOD TIE QUANTITIES BY LENGTH



POWER OPERATED
PANEL WEIGHT: 20,000 LBS.

MANUAL OPERATED
PANEL WEIGHT: 20,000 LBS.
Panel Length 44' 6"



- NOTES:
1. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN ABOVE.
 2. SEE DWG 341100 FOR TRACK GEOMETRY.
 3. FULLY BOX ANCHOR STOCK RAILS, TIES 3-15 FOR SHIPPING OF PANELS ONLY.
 4. SWITCH POINT DERAIL FURNISHED AS A COMPLETE PANEL.
 5. WHEN ORDERING SPECIFY LEFT OR RIGHT HAND AND POWER OR MANUAL OPERATION. SUPPLIER TO PROVIDE CORRECT PLATING AND TIES FOR POWER APPLICATIONS.
 6. FOR OPERATING STANDS SEE STANDARD PLANS 2501.02 & 2153.01.
 7. FOR ROD PLAN SEE DRAWING 2156.01 AND DERAIL SIGN ON PLAN 3020.01.
 8. SEE STANDARD PLAN 24000202 FOR DOUBLE SWITCH POINT DERAIL REQUIREMENTS.
 9. SEE LATEST REVISED ENGINEERING INSTRUCTIONS 9.3.3 FOR INSTALLATION AND USE.
 10. MANUFACTURER WILL PROVIDE A DRILLED 20' STUB RAIL, A DRILLED TURNOUT SWITCH POINT AND ANGLE BARS FOR HOOK UP.
 11. END RAMP REQUIRED ON STUB RAIL AND TURNOUT STOCK RAIL.

	LH	RH
POWER 141	054333703	054333711
POWER 136	054333646	054333653
POWER 115	054333687	054333695
MANUAL 141	054333661	054333679
MANUAL 136	54590633	54590641
MANUAL 115	054333638	54590658

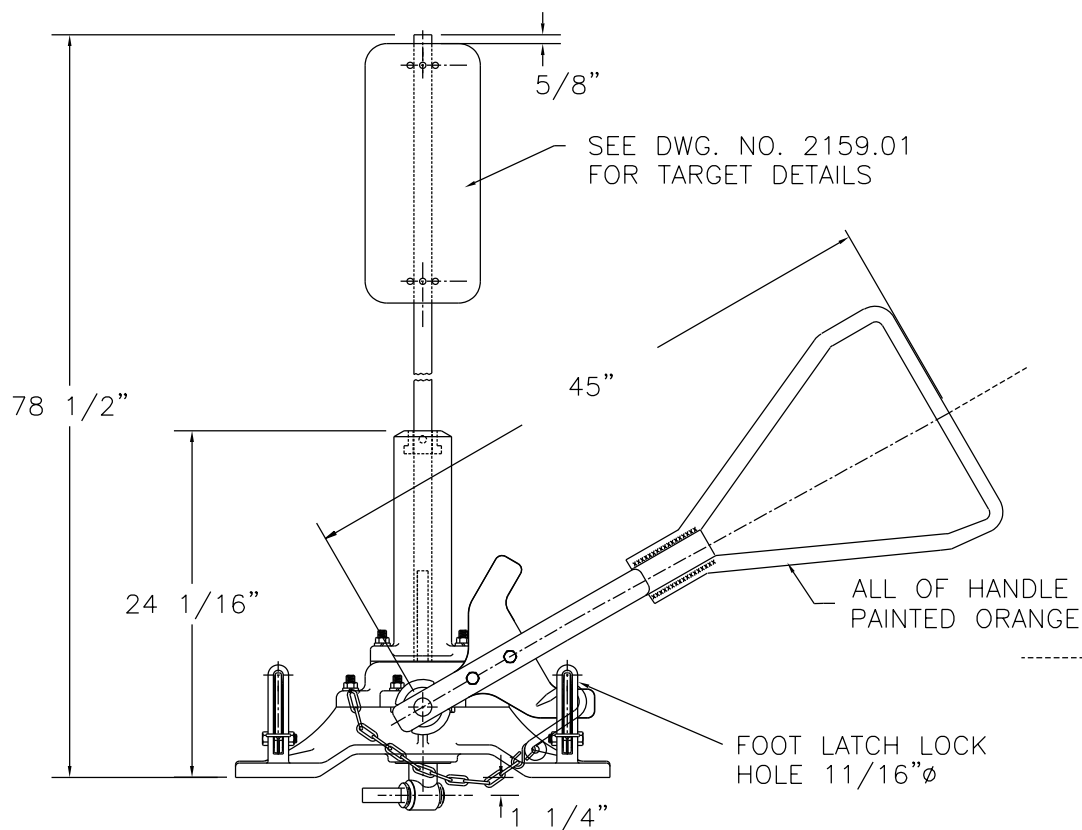
BNSF
RAILWAY

STANDARD PLAN

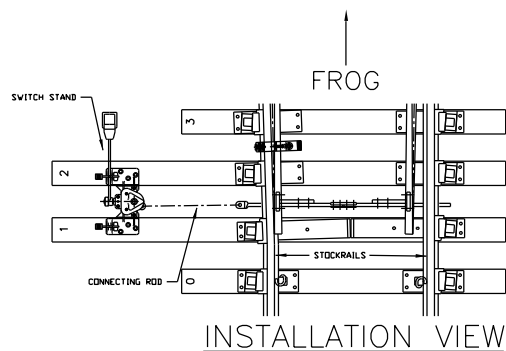
DOUBLE SWITCH POINT
DERAIL
16' 6" POINTS 136 LB

DATE: SEPTEMBER 8, 2011 | FILE OWNER: BNSF

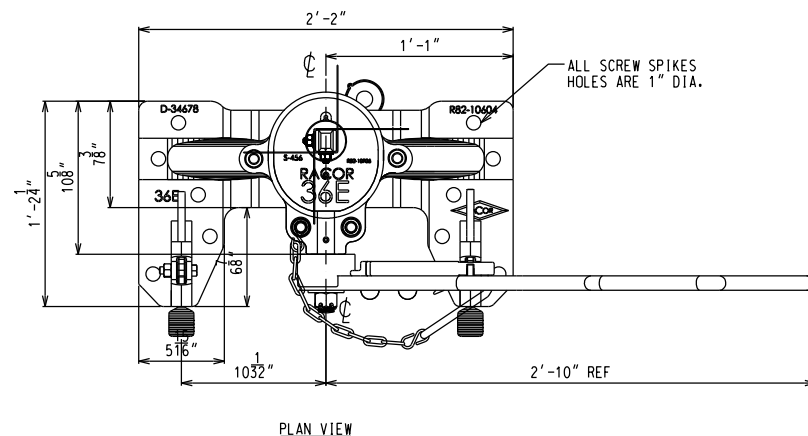
DWG NO: 2400 | SHEET NO: 04 | REV NO: 00



ELEVATION VIEW
36 EH STANDS,
SHOWN WITH HIGH STAFF
AND TRI-HANDLE.



INSTALLATION VIEW



PLAN VIEW
36 E STANDS,
SHOWN WITH LOW STAFF
AND TRI-HANDLE.

BILL OF MATERIALS

QUANTITY	SWITCH STAND DESCRIPTION	ITEM NO.
1 EA.	36E LOW TARGET WITH TRI-HANDLE @ 30°	517740985N
1 EA.	36EH HIGH TARGET WITH TRI-HANDLE @ 30°	517740995N
1 EA.	36D RETRO-FIT KIT WITH TRI-HANDLE @ 30°	513960006N

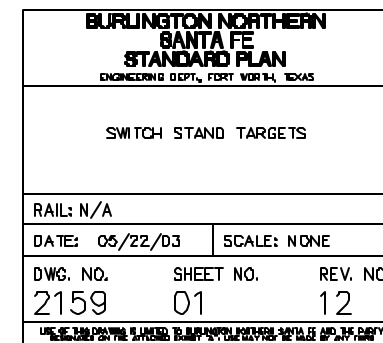
NOTES:

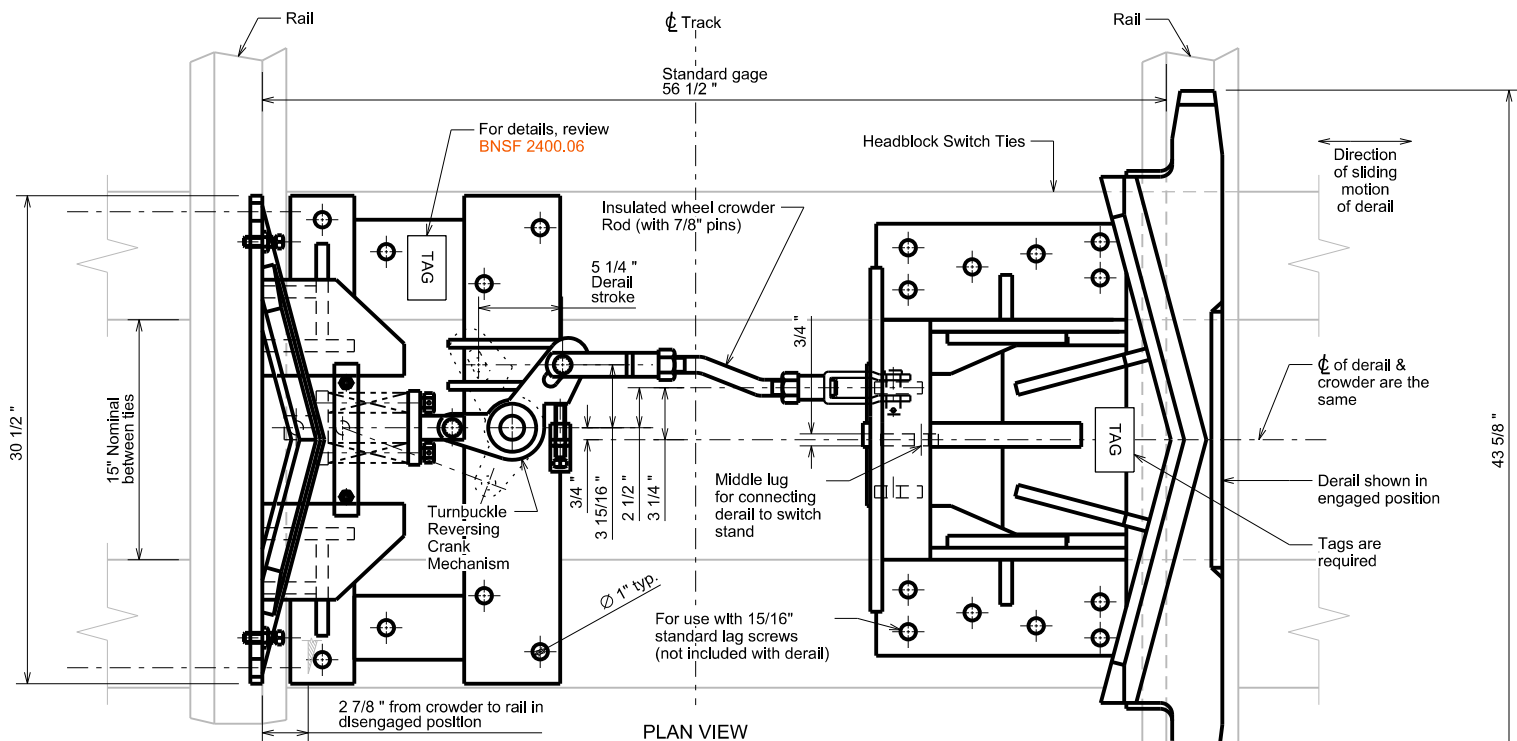
- SEE DWG. 2156 & 2160 FOR SPINDLE AND CRANK EYE DETAILS.
- HANDLE KITS (STRAIGHT OR TRI-HANDLE) ARE AVAILABLE FOR FIELD RETRO FIT OF EXISTING 36 STYLE SWITCH STANDS.
- STAND 36EH IS FOR MAIN LINE USE ONLY. FURNISHED WITH NO. 1.2 STAFF, SEE DWG. 2160.01.
- STAND 36E IS FOR MAIN LINE OR YARD USE, FURNISHED WITH NO. 2 STAFF, SEE DWG. 2160.01.
- 16:1 MECHANICAL ADVANTAGE.
- SWITCH STANDS ARE TO BE INSTALLED WITH HANDLE DIRECTED TOWARDS FROG WHEN LINED TO THE STRAIGHT SIDE OF SWITCH.
- STAND INCLUDES 1/2" DIAMETER HOOK ON 19" CHAIN

BNSF
RAILWAY

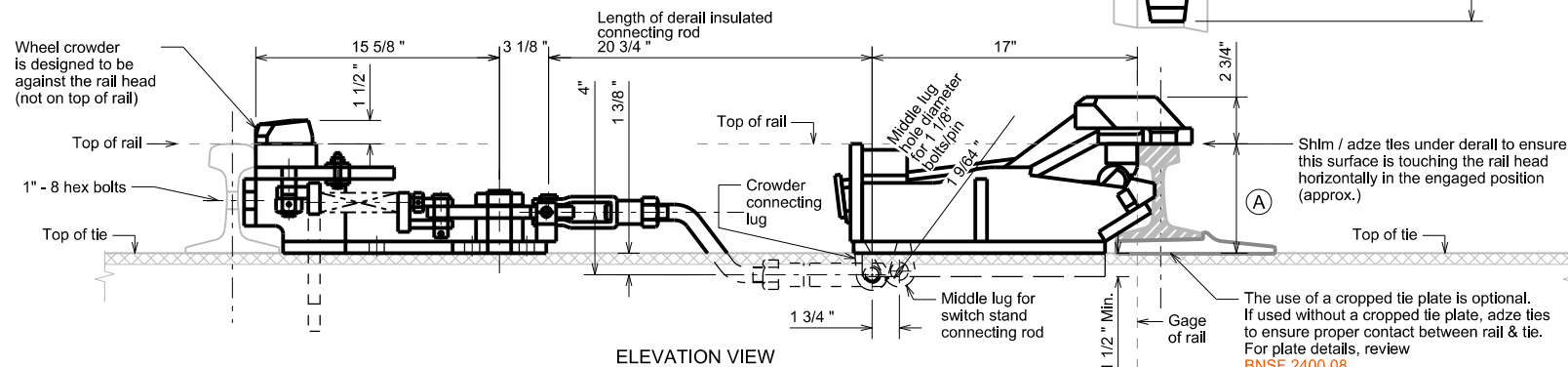
STANDARD PLAN
RACOR STYLE 36E & 36EH
SWITCH STAND
WITH 45" TRI-HANDLE

FILE OWNER BNSF DATE: DECEMBER 10, 2010
REV. NO.: 13 DWG NO: 215301





PLAN VIEW



ELEVATION VIEW

8'-2" derail connecting rod to be used to connect the derail to the switch stand on the side of the derail

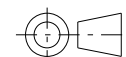
Stand to be installed such that the center of the middle lug is 8'-2" to 9'-3" from the switch stand

Rod to be used with a connecting pin of 1 1/8" dia. pin (new style) or 7/8" dia. pin (old style) based on the middle lug hole size

(A) denotes the nominal height. Derail should lay flat on the rail head

Select derail size based on the height of the rail or the height of the rail plus tie plate

Derail sizes	(A)
6	6" +/-
7	7" +/-
8	8" +/-



Approx. weight
585 lbs.

GENERAL NOTES:

- The Western Cullen Hayes bi-directional short stroke sliding derail (HBXSS derail) is not designed to be installed & used in absence of the crowder component.
- Use of tie plates under the rail is optional. The plate must be cropped at the edge of the rail seat such that it does not prevent the proper seating of the derail on the ties or the proper installation of the derail.
- The use of this derail is not intended to waive any requirements from the Engineering Instructions (EI). If apparent conflicts are present, the EI should govern.
- For installation instructions, ordering and additional information, please review [BNSF 2400.06](#) & [BNSF 2400.07](#)

Stock Codes Table (Login With Your BNSF email account)

BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS

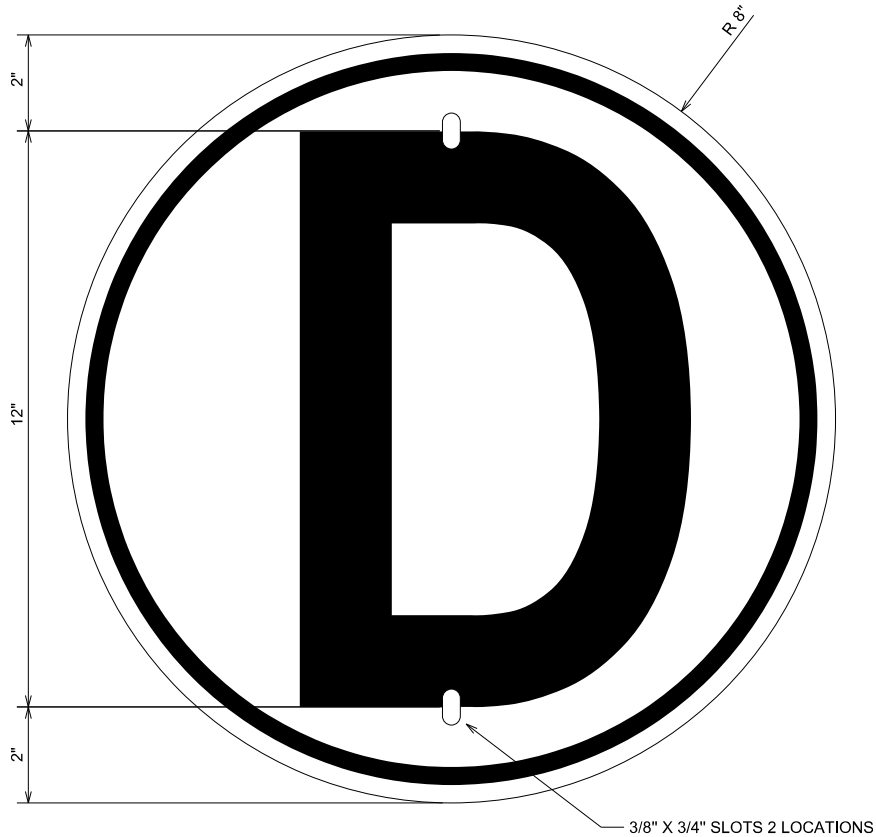
STATUS
Released

DATE: 3/12/2019

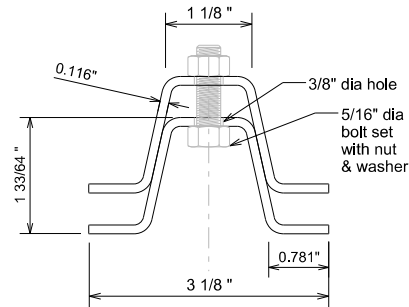
PLAN NO 2400 SHEET 03 REVISION 06

Navigate to Other Drawings (Login With Your BNSF email account)

SIGN NO. 28 - DERAIL SIGN



SPLICING DETAIL MINIMUM OVERLAP 12"



NO. 28 SIGN DATA

WIDTH:	16 "	HEIGHT:	16 "
THICK:	0.063 "	BORDER:	3/8 "
BACKGROUND COLOR	WHITE		
TEXT/SYMBOL COLOR	BLACK		

ORDERING/OTHER INSTRUCTIONS

Includes one sign and two sets of mounting screws

INSTRUCTIONS FOR THE USE OF THIS SIGN

General:

- Place derail sign opposite of derails without high target stand. Mounted on both sides of steel post for bidirectional viewing
- Sign may be mounted on switch stand mast

BILL OF MATERIALS

- | | |
|-------|---|
| 1 EA. | No. 28 Derail Sign |
| 2 EA. | 6 ' long galvanized flanged channel steel post with pointed ends
2 lbs. per linear feet
3/8 " Dia. mounting holes on 1 " centers |
| 1 EA. | 8 ' (or longer) galvanized flanged channel steel post with blank ends
2 lbs. per linear feet
3/8 " Dia. mounting holes on 1 " centers |
| 6 EA. | 5/16 " Dia. x 2 " galvanized round head square neck machine bolt with washer and lock nuts
Fully threaded for sign panel mounting |
| 6 EA. | 5/16 " Dia. x 1 1/4 " mounting bolt sets (with washer & lock nuts)
For post splicing |

ALL SIGNS SHALL COMPLY WITH BNSF SIGN SPECIFICATIONS UNLESS OTHERWISE STATED

MOUNTING INSTRUCTIONS

1. Sign to be mounted no closer than 14' from nearest center of track, where practical



BNSF STANDARD PLAN
ROADWAY SIGNS

NO. 28 SIGN
DERAIL SIGN

Stock Codes Table (Login With Your BNSF email account)

DRAFTED BY: CLY CHECKED: EKF-S BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS

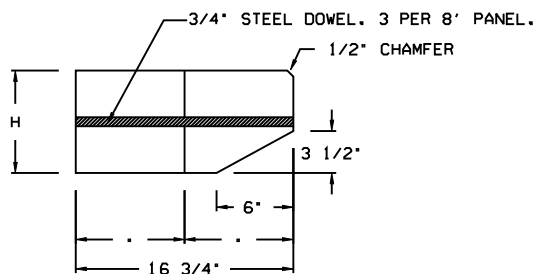
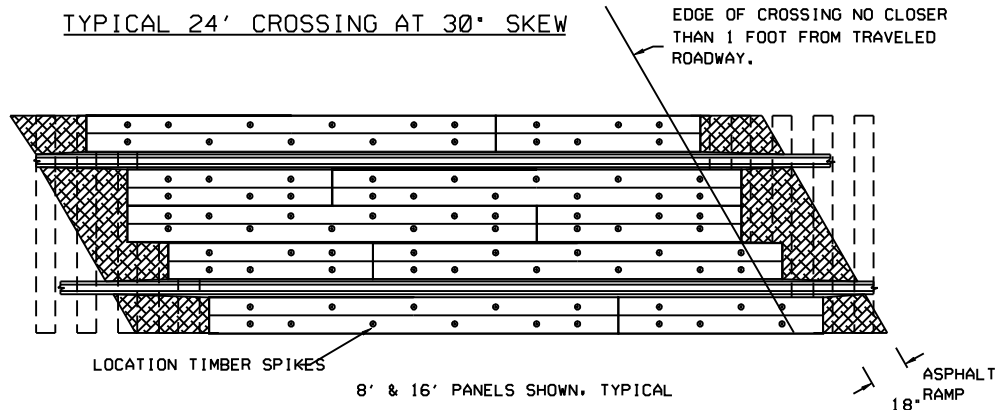
DRAFTED BY: CLY CHECKED: EKF STATUS: Preliminary Draft

DATE: 02/18/2020

PLAN NO: 3028 SHEET 01 REVISION 00

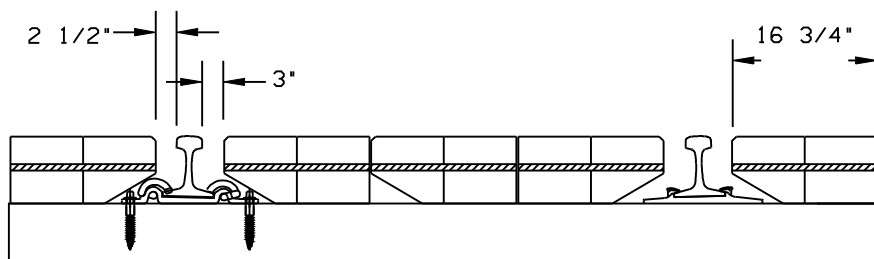
Navigate to Other Drawings (Login With Your BNSF email account)

TYPICAL 24' CROSSING AT 30° SKEW



TWO PIECE PANEL

H = 7' FOR 100 LB RAIL
H = 7 1/2' FOR 115 LB RAIL
H = 8' FOR 136 LB. RAIL



8'6" CROSS TIE

MATERIAL & FABRICATION

1. HARDWOOD PANELS TO BE TREATED (BNSF SPECIFICATIONS) MIXED HARDWOOD, FREE OF WANE.
2. BRANDING: EACH CROSSING PANEL SHALL BE IDENTIFIED ON THE END WITH MANUFACTURER ID, MO/YR MANUFACTURED, WEIGHT RAIL.

INSTALLATION

1. BALLAST THROUGH CROSSING AREA SHALL BE CLEAN CRUSHED ROCK BALLAST, 12" BELOW BOTTOM OF TIES, TOP OF BALLAST TO BE 2" BELOW TOP OF TIES. TIES THROUGH CROSSING SHALL BE NO. 5 TREATED HARDWOOD 19 3/16" ON CENTERS, IN GOOD CONDITION.
2. IF REQUIRED BY GDLN, PERFORATED DRAINAGE PIPE RECOMMENDED FOR PROPER DRAINAGE PER BNSF DWG. 2259.01.
3. ENDS OF CROSSING PANELS SHOULD BE CENTERED ON TIE.
4. THERMITE WELDS OR RAIL JOINTS SHOULD BE LOCATED OUTSIDE THE CROSSING. WHEREVER POSSIBLE, WELDED RAIL SHOULD BE RELAYED THROUGH CROSSING (MINIMUM RAIL WEIGHT, 112 LB.) BEFORE NEW TIES AND CROSSING PANELS ARE INSTALLED.
5. PANELS SHALL BE HANDLED CAREFULLY, SLATTED AND STACKED ON LEVEL GROUND TO PREVENT WORKPAGE.
6. PUBLIC CROSSINGS SHALL BE OF SUCH WIDTH AS PRESCRIBED BY LAW, BUT IN NO CASE SHALL THE WIDTH BE LESS THAN THAT OF THE ADJACENT TRAVELED ROADWAY PLUS 2 FEET.
7. TWIN LEAD TIMBER SPIKES FURNISHED SEPARATELY.
8. 3/8" DIA. HOLES SHOULD BE BORED IN FIELD, TO PATTERN SHOWN.
9. GAGE SIDE AND FIELD SIDE PANELS ARE INTERCHANGEABLE.
10. ALL CROSSING PANELS HAVE CLEARANCE FOR PANDROL PLATES AND CLIPS.
11. USE OF 10' TIES IS REQUIRED IN HEAVILY RAIL TRAFFIC CROSSINGS SEE DWG. 2253.03.
12. PANELS ARE FURNISHED FOR ANY LENGTH CROSSING IN INCREMENTS OF 8 AND 16 FEET. THE ITEM NUMBERS LISTED BELOW COVERS THE REQUIRED PANELS BY THE TRACK FOOT.

BILL OF MATERIAL		
WT. RAIL	DESCRIPTION	STOCK CODE
100 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938916
115 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938940
115 LB	16' FULL DEPTH PANEL (2 PCS. DOWELED)	004938932
136 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938866
136 LB	16' FULL DEPTH PANEL (2 PCS. DOWELED)	004938957
	3/4" X 12" TWIN LEAD TIMBER SPIKE	004744074
	3/4" X 13" TWIN LEAD TIMBER SPIKE	004743985



STANDARD PLAN

TIMBER CROSSING PANELS FOR LOW DENSITY RAIL TRAFFIC ON 8'6" WOOD TIES

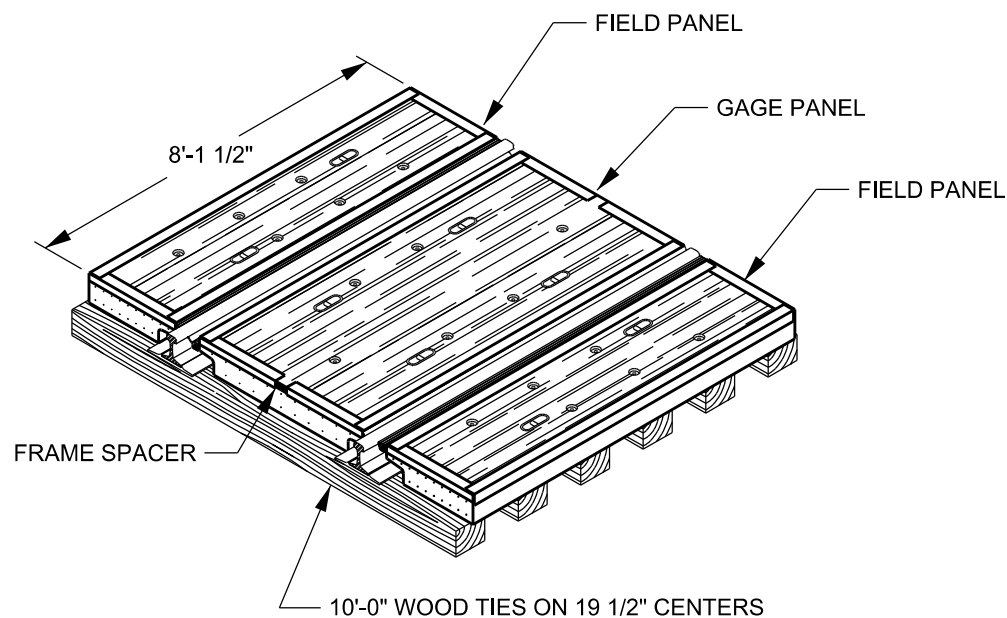
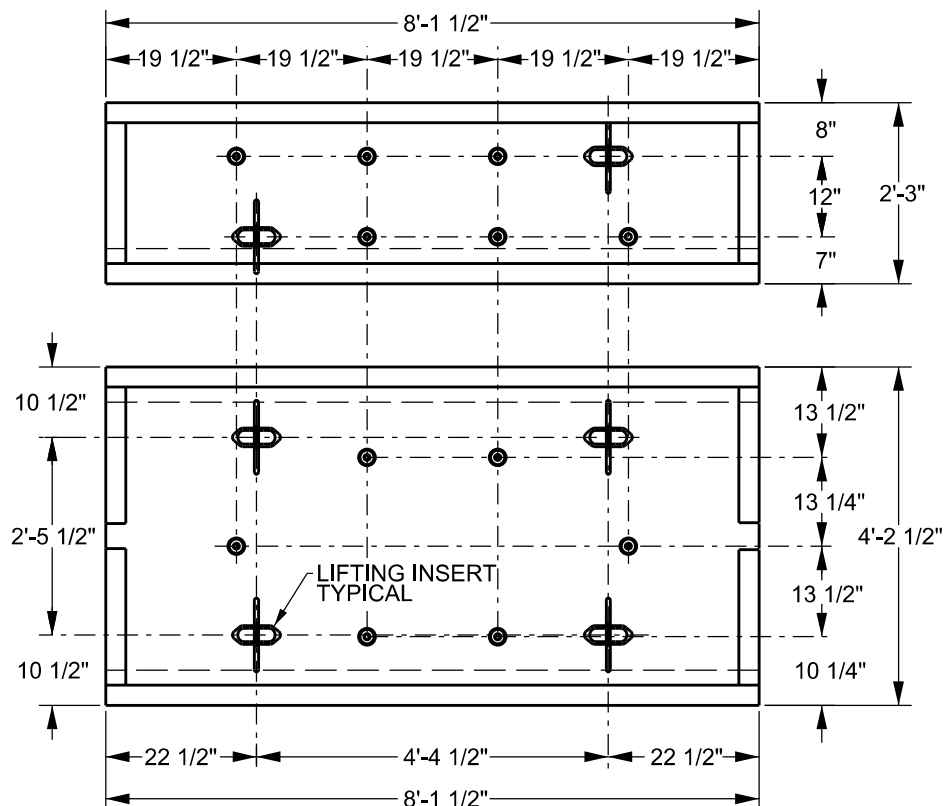
SCALE: NONE

FILE OWNER BNSF

DATE: MAY 11, 2010

REV. NO.: 07



DWG NO: 225302



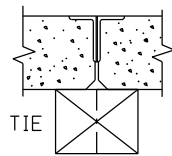
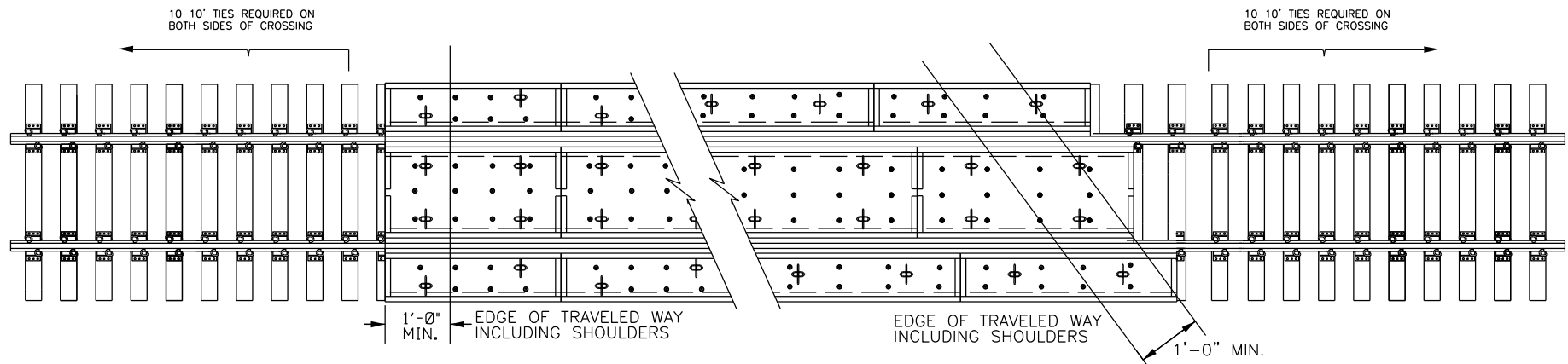
NOTES:
1/4" RUBBER INTERFACE PAD TO BE PLACED BETWEEN PANEL AND TIES FOR 141 LB. RAIL SECTION. PAD TO BE NAILED TO TIES,

CROSSING TYPE - 10W

RAIL SIZE	PANEL HEIGHT	GAGE PANEL WEIGHT	FIELD PANEL WEIGHT
115	7 1/8"	2850 LBS.	1550 LBS.
132-141	7 7/8"	3125 LBS.	1675 LBS.

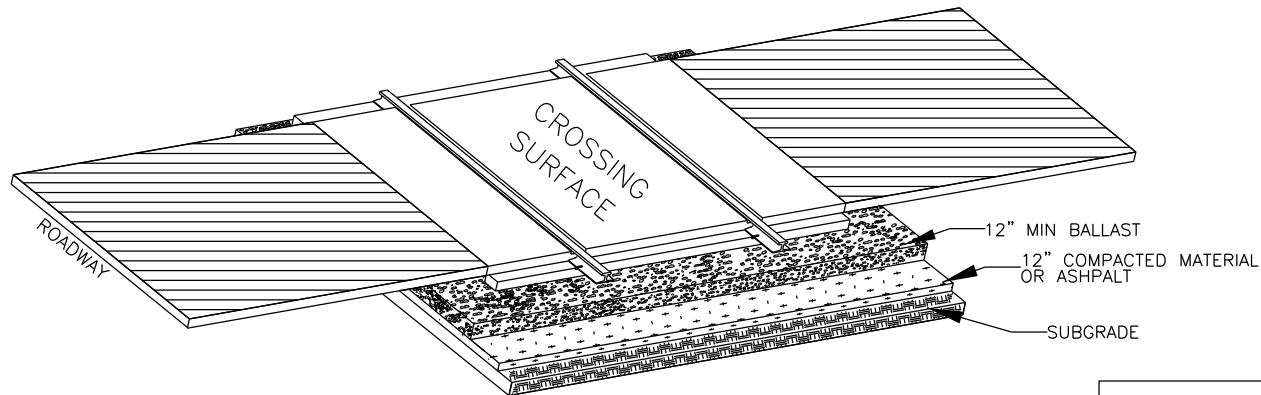
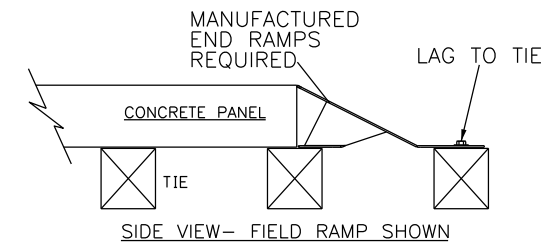
			
COMMON STANDARDS			
LAYOUT FOR CONCRETE PANELS ON 10'-0" LONG WOOD TIES (10W)			
FILE OWNER: UPRR		DATE: DEC. 6, 2010	
REV. NO.: 2		DWG NO: 184 00	

ITEM NUMBERS				
141 LB. BNSF	133-141 LB. UPRR	132-136 LB. BNSF	115 LB. UPRR	115 LB. BNSF
054374616	540-1301	004935722	540-0202	004935706



CONCRETE PANELS MUST BE SUPPORTED BY TIE AS SHOWN

CONCRETE CROSSING ON WOOD TIES



BALLAST SECTION

NOTES:

SEE E.I. 10 FOR ROAD CROSSING REQUIREMENTS

1. DIRECT DRAINAGE AWAY FROM THE TRACK
2. PREVENT MATERIAL FROM FOULING THE ROAD CROSSING BALLAST SECTION
3. DIVERT SURFACE WATER FLOWING ALONG THE ROADWAY OR APPROACHES AWAY FROM THE TRACK
4. SEE BNSF STANDARD PLANS 2258.03, 2258.04 AND 2258.05 FOR END RAMP SYSTEM

BNSF
RAILWAY

ROAD CROSSING LAYOUT

DRAWING: 2259 SHEET: 01 REVISION: 07

DATE: OCTOBER 29, 2013 OWNER: BNSF

[illegible]

GENERAL NOTES

Stock Codes Table (Login With Your BNSF email account)

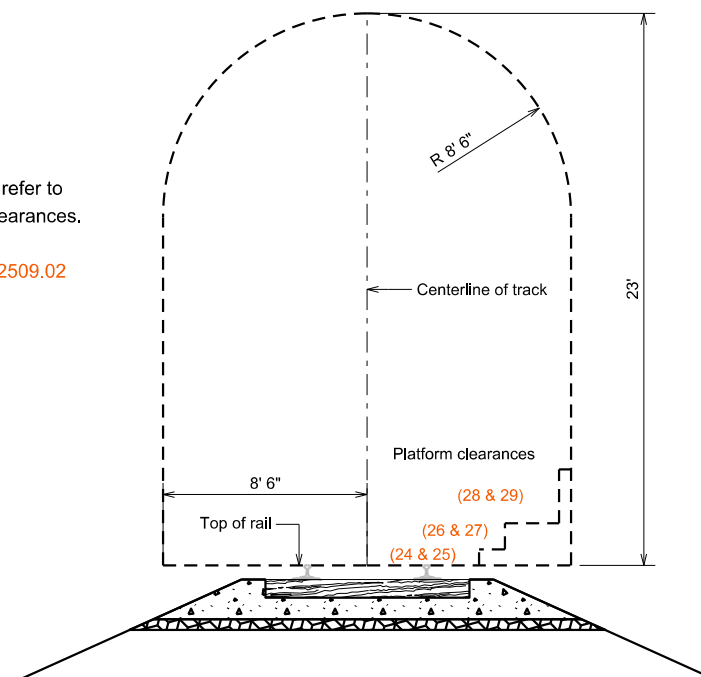


ILLUSTRATIVE DIAGRAM FOR CLEARANCES



GENERAL NOTES

1. Dimensions shown are BNSF general clearances only. Where dimensions are not shown, refer to **BNSF 2509.02** for details. State or federal regulations supersede BNSF recommended clearances.
2. Numbers in parenthesis represent column numbers for dimensions in columns per **BNSF 2509.02**
3. For existing track centers, refer to **BNSF 2509.03**
4. For new construction track centers, refer to **BNSF 2509.01** & **BNSF 2509.02**
5. Stepped platforms are not allowed. For additional information regarding platforms, refer to **BNSF 1001.00 / CS 100100**



**CLEARANCE ENVELOPE
ALL STRUCTURES (BNSF)**
(12 - 23, 36 & 37)

Stock Codes Table (Login With Your BNSF email account)

DRAWN BY	ISC	CHECKED BY	EKF	APPROVED BY	EKF
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BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS

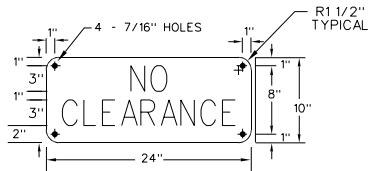
STATUS
Released

DATE: 3/18/2019

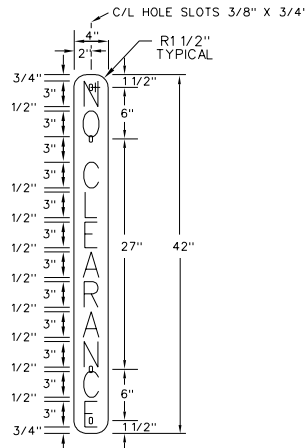
PLAN NO. 2509 SHEET 01 REVISION 11

Navigate to Other Drawings (Login With Your BNSF email account)

EXAMPLE 1



EXAMPLE 2



SIGNS:

NO. 44 - "NO CLEARANCE"

PLACE NO CLEARANCE SIGN ON BUILDING STRUCTURE OVER C/L TRACK WHERE VERTICAL CLEARANCE IS LESS THAN REQUIRED. LETTERED AND MOUNTED AS SHOWN IN EXAMPLE 1.

NO. 44A - "NO CLEARANCE"

PLACE NO CLEARANCE SIGN ON BUILDING STRUCTURE OR POST WHERE HORIZONTAL CLEARANCE IS LESS THAN REQUIRED. LETTERED AND MOUNTED AS SHOWN IN EXAMPLE 2.

NOTES:

1. THE SIGNS LISTED IN THIS PLAN ARE 10" X 24" AND 4" X 42" SIZED WITH WHITE BACKGROUND AND BLACK LETTERS, ONE SIDE ONLY, AS SHOWN IN EXAMPLES 1 AND 2.
2. SEE PLAN 3000.01 FOR ADDITIONAL SPECIFICATIONS AND INFORMATION CONCERNING THE REFLECTIVE AND PANEL MATERIAL.
3. FOR USE IN THE STATE OF MINNESOTA AS ORDERED BY THE PUB. SERV. COMM. AT POINTS WHERE CLEARANCE IS LESS THAN THE LEGAL REQUIREMENT.

BILL OF MATERIALS

QUANTITY	SIGN PANEL
1 EA.	SIGN NO. 44-NO CLEARANCE ITEM NO. 047220983
1 EA.	SIGN NO. 44A-NO CLEARANCE ITEM NO. 047220984
OPTIONAL HARDWARE	
1 EA.	2 LB. PER LIN. FT. GALVANIZED FLANGED CHANNEL STEEL POST, 8'-0" LONG WITH 3/8"Ø MONTING HOLES, 1" CENTERS, WITH POINTED END.
2 EA.	5/16" DIA. X 2" GALVANIZED ROUND HEAD SQUARE NECK MACHINE BOLT, ALL THREAD, WITH LOCK NUT AND WASHER.

BURLINGTON NORTHERN
SANTA FE
STANDARD PLAN
ENGINEERING DEPT., FORT WORTH, TEXAS

CLEARANCE
SIGNS

RAIL:

DATE: 06/10/96

SCALE:

DWG. NO.
3044

SHEET NO.
01

SHEET NO.
188

USE OF THIS DRAWING IS LIMITED TO BURLINGTON NORTHERN SANTA FE AND THE PARTY DESIGNATED ON THE ATTACHED ORDER. IT IS NOT TO BE USED BY ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF BURLINGTON NORTHERN SANTA FE.

VERTICAL CURVES

Vertical curves should be used to round off all intersecting grades.

The length of a vertical curve is determined by the grades to be connected and the speed of the traffic.

The rate of change for tracks with a vertical curve concave upwards (sag) should be one-half the rate of change of a vertical curve concave downward (summit).

The rate of change for high-speed main tracks (> 50 MPH) should not be more than 0.05 feet per station (of 100 feet) in sags, and not more than 0.10 feet per station on summits.

For secondary main tracks (speed < 50 MPH), the rate of change should not be more than 0.10 feet per station in sags, and not more than 0.20 feet per station on summits.

For industry tracks and non-main tracks with speeds not greater than 20 MPH, the rate of change should not be more than 2.0 feet per station for both sags and summits.

The rate of change per station is calculated as follows: $R = D/L$ Where:

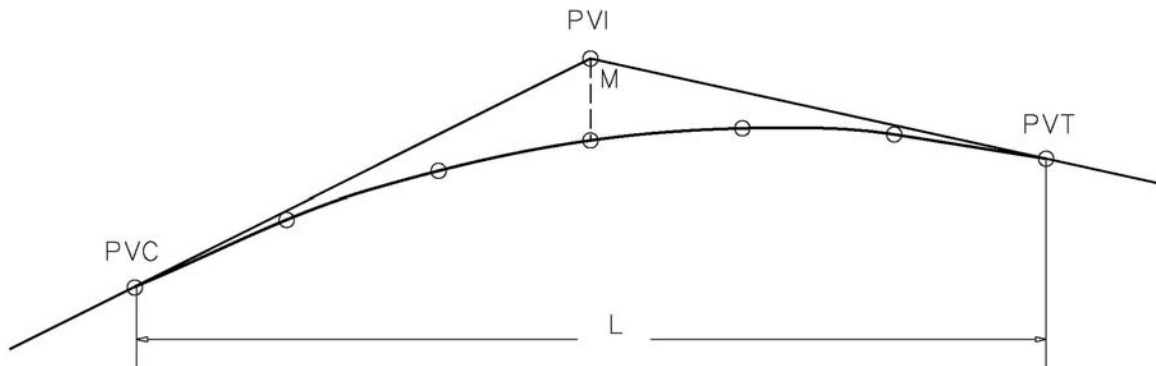
R = Rate of change per station

D = Algebraic difference of the two intercepting grades

L = Length of vertical curve in 100-ft. stations

M = Correction from the straight grade to the vertical curve

A parabola is used for the vertical curve in which the correction from the straight grade for the first station is one half the rate of change, and the others vary as the square of the distance from the point of tangency. Where points fall on full stations, it will be necessary to figure these for only one half the vertical curve, as they are the same for corresponding points each side of the vertex. Corrections are (-) when the vertical curve is concave downwards (summit), and (+) when the vertical curve is concave upwards (sag). The rate of change may be assumed and the length of vertical curve computed, or preferable the length assumed and the rate computed.



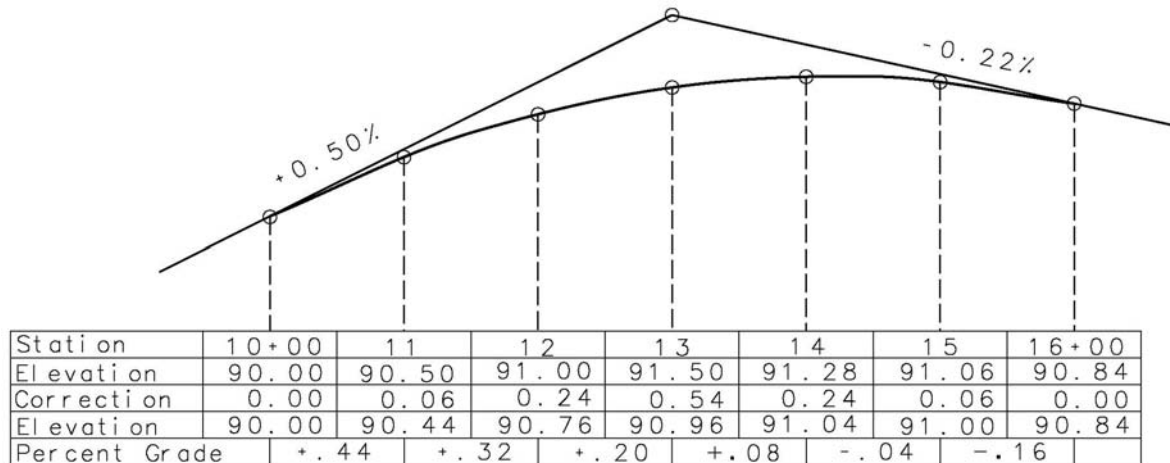
VERTICAL CURVES

For example:

Assume length = 600 feet (6 stations)

$D = 0.50 \text{ minus } -0.22 = 0.72$

$R = 0.72/6 = 0.12$



Calculate the straight-grade elevations for each station.

The correction for the first station is one-half the rate of change (R). So, the correction for station 11 is 0.06 (minus since it concaves downwards).

The correction for the Station 12 is $4(0.06) = 0.24$. This is the correction to the first station (one-half the rate of change) multiplied by the square of the length, in stations, from the PVC. At Station 13 (the PVI), the correction is $9(0.06) = 0.54$. Notice the corrections for Stations 11 and 15 are the same. Likewise, for 12 and 14, since they are the same distance from the PVC and PVT. So, only one-half of the curve's corrections need to be calculated.

Next, apply the correction at each station to the straight-grade elevation to obtain the elevation on the vertical curve.

A simpler method of computing this and one that furnishes check throughout is the following:

Sta. 10	90.00	
	<u>+0.44</u>	(% grade sta. 9 to 10) minus one half rate = $0.50 - 0.06$
Sta. 11	90.44	
	<u>+0.32</u>	(% grade sta. 10 to 11) minus rate = $0.44 - 0.12$
Sta. 12	90.76	
	<u>+0.20</u>	(% grade sta. 11 to 12) minus rate = $0.32 - 0.12$
Sta. 13	90.96	
	<u>+0.08</u>	(% grade sta. 12 to 13) minus rate = $0.20 - 0.12$
Sta. 14	91.04	
	<u>-0.04</u>	(% grade sta. 13 to 14) minus rate = $0.08 - 0.12$
Sta. 15	91.00	
	<u>-0.16</u>	(% grade sta. 14 to 15) minus rate = $-0.04 - 0.12$
Sta. 16	90.84	

BNSF Railway**Underground Cable Location and Acknowledgement**

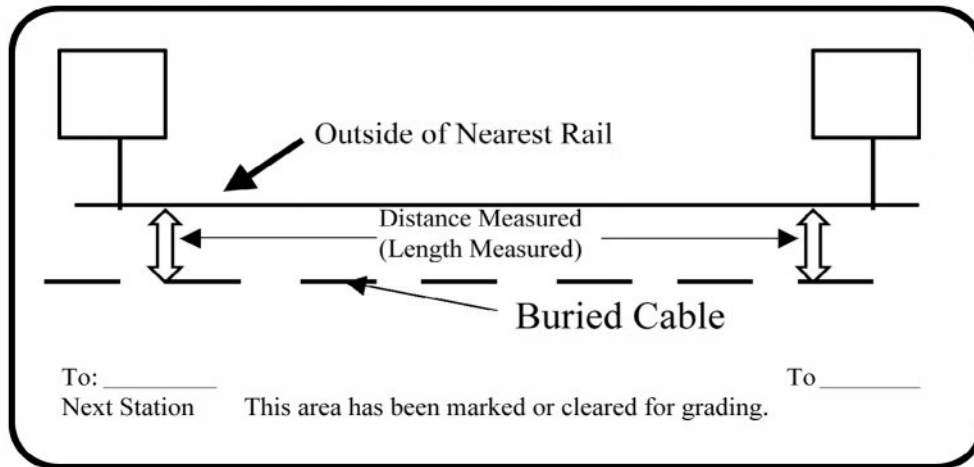
Date: _____ Project: _____

Meeting Location: _____ Time: _____

Attendees at proposed work site (Signature of representative)

☐ BNSF Telecom _____☐ BNSF Signal _____☐ Grading Contractor _____☐ Project Inspector _____☐ Flag Person on Duty _____

No grading will be permitted in this area without this completed form in the possession of the above.



Notes:

All signal cables must be marked with paint and flags (as ground conditions permit) prior to any grading.

Copyright BNSF 1999

Revision: October 15, 2004

Figure 26-1. Underground Cable Location and Acknowledgement

STAKING OUT REQUIRES A
RAILROAD QUALIFIED LOOKOUT
FLAGGER TO PROVIDE
AUTHORITY TO WORK WITHIN 25'
OF THE TRACKS

Stake additional offset stake at around the edge
of the turnout pad (~45'-56'+) and write on the stake:

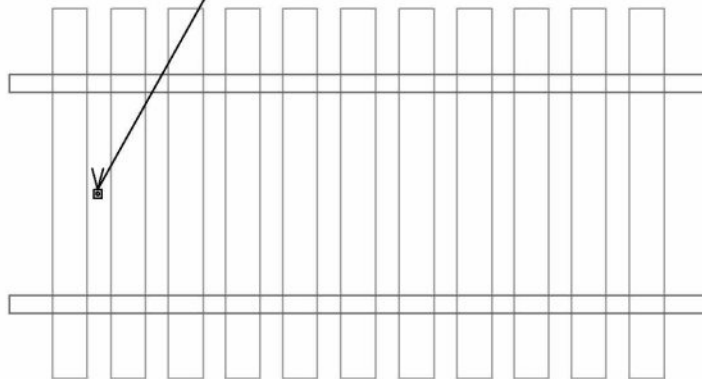
(PSw - mm/dd/yy location type - project description)

Example:

PSw - 1/1/15 E WILLISTON ED - NFC/EVR

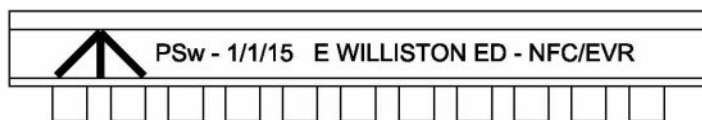
Insert stake/pin with a highly visible ribbon
Write information on ribbon or spray on ground

Stake must be completely hammered into the ground
and shall not pose a tripping hazard for crews



PLAN VIEW

(PSw - mm/dd/yy location type - project description)



SIDE VIEW



STAKE OUT GUIDELINES
BNSF RAILWAY SWITCH INSTALLS

FILE: RAIL MARKUP.DGN SHEET 1 OF 1 DATE: 06/10/2015

DIVISION
SUBDIVISION
LINE SEGMENT

REVISIONS

DATE

BY

DATE

APPROVALS - NAME - TITLE

DATE

APPROVALS - NAME - TITLE

NAME

PROJECT NO

ENGINEERING SERVICES

BNSF RAILWAY COMPANY

DATE

DATE

I acknowledge that I have received the internet link and/or hard copy of BNSF's "Guidelines for Industry Track Projects" dated July 2023. I understand that the design and construction of this facility will follow the Guidelines. Questions concerning the Guidelines are to be directed to the BNSF Project Engineer listed below.

<https://www.bnsf.com/ship-with-bnsf/rail-development/pdf/IndustryTrackGuidelines.pdf>
(Industrial Track Guidelines)

<https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf> << Utility Specs

Owner Representative

Signature

Date

Printed

Company Name

BNSF Project Engineer



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:071

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

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

911 Magnolia Road

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

Section 1: That City Water and Light requested by this resolution to provide free utilities to the location listed above.

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:072

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

WHEREAS, the City of Jonesboro desires to enter into an agreement to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements;

WHEREAS, the Selection Committee has determined that Garver is the most qualified firm for the project;

WHEREAS, Garver has agreed to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements as described in the attached agreement; and,

WHEREAS, the funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall enter into an agreement with Garver to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements.

Section 2. The funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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



**Agreement
For
Professional Services
City of Jonesboro
Project No. T18-2401934**



Contents

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Jonesboro** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to improve pedestrian accommodations along State Highway 141 and add new street lights on East Johnson (Hwy 91) (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Insofar as allowable by law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY



IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

- 10.1.3. The site of the arbitration shall be Jonesboro, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall



be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signatures follow]



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Jonesboro

Garver, LLC

By: _____
Signature

By: Nicci Tiner
Signature

Name: Harold Copenhaver
Printed Name

Name: Nicci Tiner
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: 6-4-25

Attest: _____

Attest: Todd Muller



EXHIBIT A (SCOPE OF SERVICES)

1. General

Generally, the scope of services includes the environmental clearance, railroad coordination, surveying, design, preparation of property acquisition documents, and bidding services for two projects. The first project is to add approximately 1.1 miles of sidepath and improve pedestrian accommodations along Main Street (Hwy. 141). The second project is to improve the pedestrian street lighting street lighting along approximately 2.3 miles of East Johnson Avenue (Hwy 91).

2. Surveys

2.1. Design Surveys

Garver will hire a subconsultant to provide field survey data for designing the Project, and this survey will be tied to the Owner's control network.

The subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements.

2.1.1. *Main Street (Hwy. 141) Pedestrian Improvements*

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

2.1.2. *Johnson Ave. (Hwy. 91) Lighting Improvements*

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

ARDOT surveying procedures will not be required.

2.2. Property Surveys

2.2.1. *Main Street (Hwy. 141) Pedestrian Improvements*

The survey will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor. The title search will be limited to a maximum of 65 properties.

The surveyor will perform property surveys for a maximum of 30 properties.

ARDOT surveying procedures will not be required.

2.2.2. *Johnson Ave. (Hwy. 91) Lighting Improvements*

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by Owner or ARDOT. Property title search and property surveys along Johnson Avenue are not included in the scope of work.

ARDOT surveying procedures will not be required.



3. Geotechnical Services

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

4. Coordination

4.1. Owner Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

Garver will also attend virtual coordination meetings with the Owner every four to six weeks or as requested by the Owner. Garver will prepare exhibits for these meetings when appropriate.

4.2. Utility Coordination

Garver will furnish plans to all known utility owners potentially affected by the Project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

4.3. Railroad Coordination

Garver will initiate contact with the appropriate railroad representative(s) and provide a detailed project overview, including location maps, preliminary design plans, and proposed construction schedule.

4.3.1. *Crossing Agreement*

Garver will manage the application process for the modification of existing crossing agreements. Garver will coordinate and attend a crossing diagnostics meeting with the railroad as required.

4.3.2. *Plan Review and Approval:*

Submit detailed construction plans and specifications to railroad for review and approval. Address any comments or revisions requested by the railroad.

4.3.3. *On-Site Meetings and Inspections:*

Garver will organize and attend on-site meetings with railroad representatives to discuss project progress, address any concerns, and facilitate inspections as required.

4.3.4. *Communication and Reporting:*

Garver will maintain regular communication with railroad representatives throughout the project duration. Provide progress reports and promptly address any issues or concerns.

5. Environmental Services

5.1. Environmental Data Collection

Garver will develop an environmental study area and collect preliminary environmental data associated with the proposed project area for the below-listed resources. Environmental data will be assessed for social, economic, and environmental impacts associated with one build alternative (i.e., the proposed action). Data collection efforts may include a visual survey of the study area to confirm previously mapped environmental constraints and reviews of publicly available state and federal databases and historic aerial imagery.

1. Air Quality
2. Noise Quality



3. Hazardous Materials
4. Wetlands and Stream Impacts
5. Water Quality, including Public Drinking Supplies
6. Farmland
7. Land Use and Land Cover
8. Migratory Birds
9. Terrestrial and Aquatic Communities
10. Endangered and Threatened Species
11. Economic
12. Community
13. Relocations, including Homes, Businesses, Non-profit Organizations and Tenants of all types
14. Civil Rights and Title VI
15. Recreational Areas
16. Archeological and Historic Sites
17. Visual
18. Section 4(f) and 6(f) Properties
19. Secondary and Reasonably Foreseeable Impacts

To aid data collection efforts, Garver will perform field studies and/or prepare reports as described below. Additionally, Garver will prepare and send out initial agency coordination letters to the Arkansas Division of Environmental Quality (DEQ), Arkansas Department of Health, and the Division of Arkansas State Parks. As the project is located in an urbanized area, coordination with the Natural Resources Conservation Service regarding the Farmland Protection Policy Act is not included in this scope of services. Additionally, Section 4(f) Evaluations, a conceptual stage relocation statement, a detailed visual impact memo, and/or a noise screening analysis are not included in this scope of services. If Section 4(f) parks would be impacted by the project, Garver assumes these impacts will be exempt from Section 4(f) requirements.

Garver will conduct a wetland and stream delineation to determine the limits of potentially jurisdictional waters of the United States within the project limits. The area of project impacts to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location. A report detailing the potentially jurisdictional waters and wetlands delineated within the project area will be prepared and submitted to USACE.

Garver will contact the Arkansas Natural Heritage Commission (ANHC) and U.S. Fish and Wildlife (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered, it may be necessary to survey for these species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope. Garver will prepare a Section 7 Consultation package describing anticipated impacts to federally listed threatened and endangered species to be submitted to USFWS. Formal consultation with USFWS is beyond this scope of work and would be considered extra work.

Garver will conduct a Cultural Resources Survey consisting of state records research and an on-site Phase I archeological survey and historic structure survey of the study area. A Phase II Cultural Resources Survey and/or site monitoring/testing are beyond this scope of work. Garver will prepare a Cultural Resources Survey Report and submit to the State Historic Preservation Office (SHPO) requesting Section 106 clearance for the single build alternative. Cultural resources clearance will be required for the final environmental documentation. Garver will prepare initial tribal coordination letters for Federal Highway Administration (FHWA) distribution. Preparation of a Memorandum of Agreement, Programmatic Agreement, Section 4(f) Evaluation, and/or obtaining SHPO approval regarding the



incorporation of a historic bridge for use as a pedestrian crossing of Lost Creek Ditch is beyond this scope of work.

5.2. Public Involvement Meeting

Garver will manage the meeting logistics and coordinate a public involvement meeting after 60% plans have been developed. Logistics include coordinating with the Owner on the meeting date, time, and location. If a cost is tied to renting a meeting location, Garver can coordinate completion of the rental agreement with the Owner, but the Owner will be responsible for any signature and fee. Garver will provide staff to manage and attend the public involvement meeting.

Garver will develop for review and approval all outreach materials and meeting exhibits. Outreach materials are anticipated to include a newspaper display ad, public service announcement, social media posts, letters and emails to identified public officials and stakeholders, news release, and website announcements. Garver will disseminate the newspaper display ad, PSA, letters, and emails. The Owner will disseminate the social media posts, news release, and website announcements. No Spanish Translation services are anticipated as needed.

Garver will develop for review and approval public meeting materials to include sign-in sheets, map and project summary handouts, exhibit boards, roll plots, and comment forms.

Garver will develop a simple public-facing website using the TransportationPlanRoom.com URL to include meeting materials, electronic comment form, and project information. Garver will provide website analytics to document public interaction on the website.

After the public involvement meeting and comment period has ended, Garver will provide a public meeting synopsis outlining the outreach plan, meeting materials, and a summary of public comments submitted.

5.3. NEPA Document

Garver will prepare a Tier III Categorical Exclusion (CE) document that meets the Arkansas Department of Transportation and FHWA standards in accordance with the National Environmental Policy Act (NEPA) for the proposed action (i.e., the Highway 141 pedestrian improvements and the Highway 91/E Johnson Avenue lighting improvements). The CE document will summarize the proposed project improvements, results of the public involvement meeting, and impacts associated with each of the resources listed in Section 5.1. The CE will only analyze one build alternative. An Environmental Assessment document is not anticipated to be required and is beyond this scope of work.

Garver will submit the draft CE in electronic format for review by the Client and FHWA and will perform revisions necessary to respond to comments. Garver anticipates addressing up to two rounds of comments from these entities. Garver will then submit the final document to FHWA for approval. An electronic copy of the approved CE in PDF format will be provided to the Client.

5.4. Permits and Special Provisions

Garver will coordinate and obtain the below described federal and state permits and clearances necessary for environmental clearance to construct the proposed project in compliance with the applicable City, state, and federal regulations. Additionally, Garver will assist with development of contract Special Provisions regarding environmental resources to provide protection for environmentally sensitive areas or features.

A USACE Section 404 Nationwide Permit (NWP) is anticipated to be required. Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 NWP. A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work. Garver will:

- A. Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the study area.



- B. Compile a Section 404 NWP package that will include Form 6082 (NWP), impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets, and functional value assessment or determining required wetland and/or stream mitigation credits.
- C. Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- D. Coordinate issuance of Section 404 NWP.

As Lost Creek Ditch is mapped by the Arkansas DEQ as a 303(d) stream, Garver will prepare and file for individual water quality certification from DEQ.

Garver will prepare a large site construction Storm Water Pollution Prevention Plan (SWPPP) in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the proposed lighting work on Highway 91. For the proposed pedestrian work on Highway 141, Garver will prepare a small site construction SWPPP and Notice of Coverage (NOC) in accordance with DEQ standards for the NPDES permit. The large site SWPPP will be submitted to DEQ for review and approval to obtain a construction site NOC for the project. Garver will pay the initial fee for the large site SWPPP (\$200). For both SWPPPs Garver will:

- A. Review, comment on, and refine SWPPP design sheets produced by the engineer to meet DEQ standard requirements for site plans.
- B. Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- C. Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to four (4) Short Term Activity Authorizations (STAAs) in accordance with DEQ standards for stream crossings. Garver will pay the initial fee for the STAAs (\$150 each; \$600 total).

6. Design Services

6.1. Main Street (Hwy. 141) Pedestrian Improvements

Design services for the Main Street (Hwy. 141) Pedestrian Improvements project will provide for approximately 1.1 miles of new sidepath and pedestrian improvements.

6.1.1. *Traffic Analysis*

Garver will evaluate the warrants for a Pedestrian Hybrid Beacon (PHB) using the latest edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*. The evaluation will include a location at or near the intersection of Highway 141 with Bradley Street.

Our subconsultant, The Traffic Group (TTG), will provide 24-hour data in 15-minute increments for the re-evaluation. If the City would like to have additional locations evaluated, TTG can gather the traffic/pedestrian data along with any speed data that is needed. Upon completion of the analysis, a summary report will be provided to the City of Jonesboro.

6.1.2. *Drainage Study*

Garver will conduct a drainage study to determine potential impacts of the project to the regulatory floodplain and floodway of Lost Creek. Lost Creek is mapped as Zone AE with floodway. Garver will perform a FEMA data request to obtain any hydrologic and hydraulic modeling data available. Effective discharges along the creek are reported in the Craighead County Flood Insurance Study (FIS) report. Garver will utilize the reported flow rates along Lost Creek. No additional hydrologic analysis will be performed. If additional flood events flows are needed, they will be interpolated or extrapolated from the flows reported in the FIS.

According to the FIS report, the Effective hydraulic analysis of Lost Creek was performed using HEC-2, which is now an outdated software. Garver will develop a new hydraulic model using 1-dimensional



(1D) HEC-RAS. The model will extend from Lettered Section I to Lettered Section F. The Existing Conditions (Corrected Effective) model geometry will be based on available lidar data and project survey. The Proposed Conditions geometry will reflect the proposed trail. Up to two iterations of the proposed design will be analyzed.

The Effective floodway boundary will be modeled in Existing and Proposed Conditions to determine the potential impacts to the floodway. Only the Effective floodway boundary will be analyzed; no changes to the floodway will be modeled. Garver will produce a hydraulic report detailing the methodology used. The project is anticipated to cause no rise to the 1% annual chance (100-year) floodplain; a no-rise certificate will be provided by Garver.

A map revision is not included in this scope and no coordination with FEMA will be performed. If a no-rise condition cannot be met and a map revision is required, it will be considered additional services.

6.1.3. Structural/Bridge Design

During the Conceptual Design phase, Garver will evaluate the existing Hwy. 141 bridge over Lost Creek and develop bridge modification alternatives to accommodate the new side path on the structure. Primary options for alternative development will include potential reductions in travel lane width, sidewalk removal, bridge widening, and/or a combination of these concepts. Due to associated construction costs, an alternative that would include a new, separate pedestrian/bicycle bridge will not be considered.

Preliminary and Final Design phases will expand on the selected alternative to include final bridge modification drawings and related analyses. The structural/bridge fee assumes that the selected alternative will not include a widening of the existing bridge, which would require additional modifications of the existing superstructure and substructure. If a bridge widening is determined to be the preferred alternative after the Conceptual Design phase, the additional analyses and modification details associated with the bridge widening shall be considered Extra Work.

Design and analysis of the existing bridge under proposed modifications shall be in accordance with the AASHTO Standard Specifications for Highway Bridges (specifications used for the original bridge design).

6.1.4. Conceptual Design

The Conceptual Design phase submittal will include design criteria, an opinion of probable construction cost, and concept (30%) project layout. The project layout shall show, as a minimum:

- A. Design Criteria
- B. Typical Sections
- C. Plan and Profile Sheets
- D. Line and Grade Roll Plot

This conceptual 30% submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

6.1.5. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include traffic signal modification plans at the intersection of Highway 141 at Highway 191/E Johnson Avenue to ensure MUTCD compliance for pedestrian push buttons and a PHB at or near the intersection of Highway 141 at Bradley Street, pedestrian improvement plans, and an opinion of probable construction cost. The 60% Plans will include:



- A. Cover Sheet
- B. Typical Sections of Improvement
- C. Special Details
- D. Erosion Control Plans
- E. Traffic Signal Plans/PHB
- F. Survey Control Details
- G. Plan and Profile Sheets showing
- H. Roadway grades
- I. Alignment data for roadway
- J. Tentative construction limits
- K. Preliminary size of drainage structures.
- L. Cross Sections

The Preliminary Design (60%) phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

6.1.6. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

6.2. Johnson Ave. (Hwy. 91) Lighting Improvements

Lighting scope will include full roadway lighting for the extents of the project to IES RP-8 recommendations, ARDOT requirements, and City of Jonesboro requirements, including recommended horizontal and vertical illumination requirements for all intersections, crosswalks, and sidewalks. This scope will include photometric analysis of the areas to be lighted using one of two fixtures approved by the electric utility. It is assumed that light poles will be located on both sides of the road, shifted to avoid conflicts, as needed. Electric power will be designed to be per the utility requirements – either metered or unmetered as determined during design. Utility relocation is not included in design.

6.2.1. Concept Lighting Design

Conceptual lighting design will include photometric analysis with a summary memo of the analysis with emphasis on vehicle-pedestrian conflict avoidance at all locations – not just crosswalks. Additionally, conceptual lighting design will include lighting layout schematic plans. Conceptual lighting design will include a site visit for an electrical project manager and electrical engineer for no more than 8 hours on site plus travel time and expenses.

This item will also include time for coordination of lighting design surveys as well as an in person review meeting with ARDOT and the City.

6.2.2. Preliminary Lighting Design

Preliminary design will encompass an estimated 60% design level for the lighting component. Garver will incorporate Owner’s concept review comments and produce lighting installation plans, electrical power plans, and related details with appropriate constructability notes.



It is at this stage that clearance coordination with existing overhead utility power lines will be conducted. Additional lighting layout adjustments will be made as required to provide adequate clearance as required by the utility.

Utility coordination, power distribution calculations, and voltage drop calculations will be performed at this stage.

This item will include an in person review meeting with ARDOT and the City.

6.2.3. *Final Lighting Design*

Final design will provide a complete signed and sealed construction set ready for bid of the lighting component. Garver will incorporate Owner's preliminary review comments and produce lighting installation plans and details with appropriate constructability notes. If supplemental specifications are required, they will be included at this milestone.

7. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 30 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

8. Bidding Services

8.1. Main Street (Hwy. 141) Pedestrian Improvements

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Main Street (Hwy. 141) Pedestrian Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

8.2. Johnson Ave. (Hwy. 91) Lighting Improvements

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Johnson Ave. (Hwy. 91) Lighting Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.



Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

9. Construction Phase Services

Construction phase services are not included in the basis of estimate. The scope and fee for construction phase services may be inserted by amendment to this agreement at a later date.

10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. One digital PDF copy of the Conceptual Design with opinion of probable construction cost.
- B. One digital PDF copy of the Preliminary Design with opinion of probable construction cost.
- C. One digital PDF copy of the Preliminary Plans to each potentially affected utility company.
- D. One digital PDF copy of the Final Design with opinion of probable construction cost.
- E. One digital PDF copy of the revised Final Design with opinion of probable construction cost.
- F. One digital PDF copy of the revised Final Plans to each potentially affected utility company.
- G. Three copies of the Final Plans and Specifications to the Contractor.
- H. One digital PDF copy of the right-of-way and/or easement acquisition documents.
- I. Printed copies as requested.

11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Geotechnical investigation
- C. Title research and property surveys beyond those listed herein.
- D. Title research and property surveys along Johnson Ave.
- E. Submittals or deliverables in addition to those listed herein.
- F. Design of any utilities relocations.
- G. Retaining walls or other significant structural design.
- H. Street lighting or other electrical design beyond that required for the Johnson Street Avenue Improvements.
- I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- J. Construction Phase Services
- K. Location and/or Design Public Hearing.
- L. Preparation of an Environmental Assessment and FONSI NEPA document.
- M. An Individual Section 4(f) Evaluation, Programmatic Section 4(f) Evaluation, and/or a Section 4(f) *de minimis* Evaluation.
- N. Formal consultation with USFWS.
- O. Preparation of a Biological Assessments per Section 7 of the Endangered Species Act.
- P. An Individual Section 404 Permit.
- Q. Field verification with USACE of aquatic features.
- R. Phase II Cultural Resources Survey or site monitoring/testing.
- S. FEMA coordination, including a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).
- T. Preliminary and Final Design phase services associated with a selected alternative that includes a widening of the existing bridge
- U. Design of a new, separate pedestrian/bicycle bridge

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.



12. Owner Responsibilities

In addition to those obligations set forth in the Agreement, Owner shall:

- A. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- B. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- C. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- D. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- E. Furnish Garver a current boundary survey with easements of record plotted for the project property.
- F. Pay all plan review and advertising costs in connection with the project.
- G. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- H. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
General Services		
Project Management	\$16,000	Rate Schedule
Environmental Services	\$80,500	Rate Schedule
Subtotal General Services	\$96,500	
Main Street Pedestrian Improvements		
Topographic Surveys (Ridge Surveying)	\$24,700	Expense
Property Surveys (Ridge Surveying)	\$30,000	Expense
Traffic Analysis/Design	\$29,500	Rate Schedule
H&H Analysis	\$24,000	Rate Schedule
Bridge Analysis/Design	\$41,000	Rate Schedule
Conceptual and 30% Plans	\$16,000	Rate Schedule
Preliminary (60%) Plans	\$58,000	Rate Schedule
Final Plans	\$42,500	Rate Schedule
Property Acquisition Documents	\$45,000	Rate Schedule
Bidding Services	\$6,000	Rate Schedule
Subtotal Main St. Pedestrian Improvements	\$316,700	
Johnson Ave. Lighting Improvements		
Topographic Surveys (Ridge Surveying)	\$44,400	Expense
Conceptual Design	\$44,500	Rate Schedule
Preliminary Design	\$46,000	Rate Schedule
Final Design	\$22,000	Rate Schedule
Bidding Services	\$14,300	Rate Schedule
Subtotal Johnson Ave. Lighting Improvements	\$171,200	
TOTAL FEE	\$584,400	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$584,400. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about June 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$25 per hour for GPS survey equipment use.



[AGREED UPON RATES]

Classification	Rates
Engineers / Architects	
E-1	\$140.00
E-2	\$160.00
E-3	\$185.00
E-4	\$210.00
E-5	\$275.00
E-6	\$339.00
E-7	\$470.00
Planners	
P-1	\$175.00
P-2	\$219.00
P-3	\$272.00
P-4	\$304.00
P-5	\$343.00
Designers	
D-1	\$132.00
D-2	\$150.00
D-3	\$179.00
D-4	\$214.00
D-5	\$264.00
Technicians	
T-1	\$106.00
T-2	\$128.00
T-3	\$156.00
T-4	\$187.00
Surveyors	
S-1	\$65.00
S-2	\$86.00
S-3	\$116.00
S-4	\$154.00
S-5	\$95.00
S-6	\$243.00
S-7	\$288.00
S-8	\$363.00
2-Man Crew (Survey)	\$234.00
3-Man Crew (Survey)	\$314.00
2-Man Crew (GPS Survey)	\$310.00
3-Man Crew (GPS Survey)	\$385.00

Classification	Rates
Resource Specialists	
RS-1	\$116.00
RS-2	\$154.00
RS-3	\$217.00
RS-4	\$298.00
RS-5	\$373.00
RS-6	\$458.00
RS-7	\$512.00
Environmental Specialists	
ES-1	\$116.00
ES-2	\$146.00
ES-3	\$187.00
ES-4	\$220.00
ES-5	\$277.00
ES-6	\$355.00
ES-7	\$443.00
ES-8	\$501.00
Project Controls	
PC-1	\$118.00
PC-2	\$157.00
PC-3	\$200.00
PC-4	\$255.00
PC-5	\$312.00
PC-6	\$403.00
PC-7	\$506.00
Management / Administration	
AM-1	\$84.00
AM-2	\$107.00
AM-3	\$149.00
AM-4	\$191.00
AM-5	\$234.00
AM-6	\$303.00
AM-7	\$389.00
M-1	\$568.00
Construction Observation	
C-1	\$126.00
C-2	\$157.00
C-3	\$191.00
C-4	\$247.00
C-5	\$297.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000