



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, November 2, 2021

5:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk April Leggett

### 3. Approval of minutes

[MIN-21:086](#) MINUTES FOR THE PUBLIC WORKS COMMITTEE MEETING ON OCTOBER 4, 2021

Attachments: [PW Minutes 10042021](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-21:222](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 814 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [814 Creath Avenue - Offer and Acceptance](#)

[RES-21:227](#) A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH JONESBORO PUBLIC SCHOOLS

Sponsors: Engineering

Attachments: [Encroachment agreement-signed by JPS](#)

[RES-21:228](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE CITY OF JONESBORO MAINTENANCE FACILITY PROJECT (2021:25)

Sponsors: Engineering, Building Maintenance and Finance

Attachments: [Agreement](#)

[Bid Tab](#)

[Exhibit A](#)

[Exhibit](#)

[RES-21:267](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING

THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1121 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 1121 Creath Avenue](#)

**RES-21:268** A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 721 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 721 Creath Avenue](#)

**RES-21:269** A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 719 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 719 Creath Avenue](#)

**RES-21:270** A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - Creath Avenue](#)

**RES-21:273** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 3901 WILLOW ROAD, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

**Sponsors:** Engineering

**Attachments:** [Signed Offer and Acceptance - 3901 Willow Rd](#)

## **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-21:086

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Minutes

MINUTES FOR THE PUBLIC WORKS COMMITTEE MEETING ON OCTOBER 4, 2021



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Monday, October 4, 2021

5:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk April Leggett

**Present** 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent** 1 - John Street

### 3. Approval of minutes

[MIN-21:066](#) Minutes for the Public Works Committee meeting on August 3, 2021

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

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[MIN-21:079](#) MINUTES FOR THE SPECIAL CALLED PUBLIC WORKS MEETING ON SEPTEMBER 20, 2021

**Attachments:** [SC PW Minutes 09202021](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-21:200](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO CONVEY A PERMANENT EASEMENT TO THE ARKANSAS STATE HIGHWAY COMMISSION, AN AGENCY OF THE STATE OF ARKANSAS FOR

HIGHWAY PURPOSES

**Attachments:**    [100657 Tract 85 Supplement to Appraisal](#)  
[100657 PCE DOC](#)  
[100657 Tract 85 Appraisal](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:201](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 715 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:**    [Offer and Acceptance - 715 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:202](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 914 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:**    [Offer and Acceptance - 914 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:203](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 815 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:**    [Offer and Acceptance - 815 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:205](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 905 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [Offer and Acceptance - 905 Creath Avenue](#)

*Councilmember LJ Bryant said, Mr. Chairman, I am going to recuse myself. I don't own this property, but I am under contract to buy this property. Chairman Mitch Johnson said, okay.*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - Chris Moore;Charles Coleman and Ann Williams

**Absent:** 1 - John Street

**Recused:** 1 - LJ Bryant

[RES-21:207](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 819 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [Offer and Acceptance - 819 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:211](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1118 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [Offer and Acceptance - 1118 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:212](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1101 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [Offer and Acceptance - 1101 Creath Avenue](#)

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

[RES-21:214](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH SCS ENGINEERS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE MANAGEMENT ASSESSMENT AND PLANNING

**Attachments:** [City of Jonesboro MSA and Work Order for Sanitation Department 9-22-2021 MSA Attach A-Work Order-City of Jonesboro](#)

*Chief Operations Officer Tony Thomas said, good evening. I just wanted to make sure we explain to each of you what we were trying to accomplish with this resolution. We have been evaluating multiple departments as we have come into office here at the beginning of the year. Sanitation is one of those that I know my predecessor told me that we hear a lot from the public in regards to and so as we have tried to evaluate this department, then we have looked at some of the equipment needs. We have looked at some of the personnel needs in order to run the routes that we have not only from the solid waste prospective as far as household trash, but also from the yard waste perspective and the recycling perspective. We have gotten to the point where it is just necessary to bring in someone from the outside with some expertise, with some specialized expertise in this area to provide some guidance. It is tough I can tell you to make management decisions in regards to the department when we don't have some of the base data that we need in order to make those decisions and so this contract will allow us to with SCS Engineers in order to generate some of that base data and also to determine how we move forward in the department, and what those current needs and those future needs might be. I will entertain any questions if there are any. Thank you. Chairman Johnson said, thank you Tony.*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street

## **5. Pending Items**

## **6. Other Business**

*Councilmember Chris Moore asked, Mr. Chair, did I see in the paper that there was a solicitation for bids for our new Public Works building out on Lacey or on a new building? Did I see that Craig? Engineering Director Craig Light said, I hope that you did see that. Yes, it is for the maintenance building, for Facilities Maintenance, Ronnie Shaver's building. Councilmember Moore said, that is a good deal. We have been waiting on that for a long time. I thought I had read in the classifieds this weekend that we would be soliciting bids so I look forward to that coming in and get that project moving quickly.*

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilperson LJ Bryant, seconded by Councilperson Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - John Street



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:222

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 814 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 12, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°09'10" WEST, ALONG THE WEST LINE OF SAID LOT 12, 5.09 FEET; THENCE NORTH 88°37'50" EAST, LEAVING SAID WEST LINE, 70.01 FEET; THENCE SOUTH 00°09'10" EAST, 6.13 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°28'35" WEST, ALONG SAID SOUTH LINE, 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 393 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,185.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (814 CREATH AVENUE)**

PART OF LOT 12, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°09'10" WEST, ALONG THE WEST LINE OF SAID LOT 12, 5.09 FEET; THENCE NORTH 88°37'50" EAST, LEAVING SAID WEST LINE, 70.01 FEET; THENCE SOUTH 00°09'10" EAST, 6.13 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°28'35" WEST, ALONG SAID SOUTH LINE, 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 393 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of eight hundred seventy dollars **(\$1,185.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: Henry Walden  
Date: 9-23-21

Name: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:227

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

### A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH JONESBORO PUBLIC SCHOOLS

WHEREAS, Jonesboro Public Schools wishes to install bleachers at the football field located at 301 Hurricane Drive which will encroach on City owned property located on W. Highland Drive; and,

WHEREAS, the City of Jonesboro wishes to enter into an agreement with Jonesboro Public Schools to allow the encroachment onto City owned property located on W. Highland Drive as described in the attached agreement.

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

Section 1. The City of Jonesboro shall enter into an agreement with Jonesboro Public Schools to allow the encroachment onto City owned property located on W. Highland Drive for the installation of bleachers for which Jonesboro Public Schools, its successors and assigns, and any subsequent property owner shall be solely responsible for the improvements and any damages to such improvements.

Section 2. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

**Agreement**

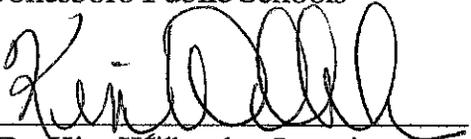
Jonesboro Public Schools (JPS) and the City of Jonesboro (City) agree to the following:

JPS is installing bleachers on the visitors' side of the football field at Jonesboro High School located at 301 Hurricane Drive, Jonesboro, Arkansas. The improvements will encroach on the City's property located W. Highland Drive.

The improvements installed shall be owned and maintained by JPS, its successors and assigns, and any subsequent owners until such time that the improvements are no longer needed and have been permanently removed to the City of Jonesboro's satisfaction.

The City of Jonesboro may remove the improvements at any time if the improvements are not being adequately maintained, or at any other time it is determined to be necessary, and JPS, its successors and assigns, and any subsequent property owner shall receive no compensation for the removal. The City of Jonesboro shall not be responsible for the improvements or any damages to the improvements caused by itself or any third party. JPS, its successors and assigns, and any subsequent property owner shall be solely responsible for the improvements and any damage to such improvements.

Jonesboro Public Schools

  
Dr. ~~Kim~~ Wilbanks, Superintendent

\_\_\_\_\_  
Harold Copenhaver, Mayor

Attested By:

\_\_\_\_\_  
April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:228

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE CITY OF JONESBORO MAINTENANCE FACILITY PROJECT (2021:25)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into an agreement for the City of Jonesboro Maintenance Facility project;

WHEREAS, the low bidder and the firm selected for the project is Bailey Contractors, Inc.; and

WHEREAS, funding for the execution of the agreement shall come from 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 accept the low bid and enter into an agreement with Bailey Contractors, Inc. for the City of Jonesboro Maintenance Facility project.

Section 2. That funding for the execution of the agreement shall come from 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 this agreement.



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Jonesboro, Arkansas, Other  
300 South Church Street  
Jonesboro, AR 72401  
Telephone Number: 870-932-1052

and the Contractor:  
*(Name, legal status, address and other information)*

Bailey Contractors, General Corporation  
2307 Congress Cove  
Jonesboro, AR 72401  
Telephone Number: (870) 933-9612

for the following Project:  
*(Name, location and detailed description)*

New Maintenance Facility for the City of Jonesboro, Arkansas  
Contract Number: 2021:25  
Lacy Drive, Jonesboro, Arkansas  
The project consists of the new construction of a maintenance facility and associated site improvements for the City of Jonesboro, Arkansas..

The Architect:  
*(Name, legal status, address and other information)*

Cooper Mixon Architects, PLLC, Professional Limited Liability Company  
505 Union Street  
2nd Floor  
Jonesboro, AR 72401  
Telephone Number: 870-336-0536

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

/

[ X ] Not later than thirty-nine ( 39 ) calendar weeks from Notice to Proceed.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, one hundred thirty-nine thousand, three hundred ninety-four and zero cents ( \$ 1,139,394.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Special Inspections Allowance	\$5,000.00
Undercutting Allowance	\$6,600.00

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Alternate Flooring Adhesive	Sq. Ft.	\$0.30
Remedial Floor Coating	Sq. Ft.	\$4.00
Undercutting	Cubic Yard	\$22.00

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$500.00 Per Day

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Not Applicable

Init.

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User Notes:

(2020368967)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fi day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent 5%

Init.

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User Notes:

(2020368967)

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will be withheld in the amount equal to work left to complete the project at the date of substantial completion; as determined by the architect.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Provided final certification of payment is accompanied with all the closeout and final documents as required by the specifications.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

Legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable

Init.

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Craig Light  
300 South Church Street  
Jonesboro, AR 72401  
Telephone Number: (870) 932-2438

Mobile Number: (870) 351-7768  
Email Address: [clight@jonesboro.org](mailto:clight@jonesboro.org)

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

Kevin Bailey  
2307 Congress Cove  
Jonesboro, AR 72401  
Telephone Number: (870) 933-9612

Init.

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**User Notes:**

(2020368967)

Mobile Number: (870) 926-2608  
Email Address: kevin@baileygc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Not Applicable

§ 8.7 Other provisions:

Not Applicable

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
  
- .4 Drawings

**LIST OF DRAWING SHEETS**

**SHEET NUMBER SHEET NAME**

<b>S-001</b>	<b>GENERAL NOTES</b>
<b>S-101</b>	<b>FRAMING PLANS</b>
<b>S-201</b>	<b>ELEVATIONS</b>
<b>S-301</b>	<b>FOUNDATION SECTIONS AND DETAILS</b>

**GENERAL INFORMATION**

<b>G-01</b>	<b>SHEET INDEX, ABBREVIATIONS, LEGEND</b>
<b>G-02</b>	<b>CODE ANALYSIS</b>

**CIVIL**

<b>C-101</b>	<b>DIMENSION PLAN</b>
<b>C-102</b>	<b>GRADING PLAN</b>
<b>C-103</b>	<b>UTILITY PLAN</b>

Init.

C-104	DEMOLITION PLAN
<b>ARCHITECTURAL</b>	
A-01	GENERAL NOTES, ABBREVIATIONS, MATERIALS LEGEND
AS101	ARCHITECTURAL SITE PLAN, CONST. SIGN
A-02	PARTITION TYPES AND PLAN DETAILS
A-101	FLOOR PLAN
A-102	REFLECTED CEILING PLAN
A-103	ROOF PLAN
A-201	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS
A-401	WALL SECTIONS
A-501 HEIGHTS	ENLARGED TOILET PLAN, ELEVATIONS, ADA MOUNTING
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P-102	FLOOR PLAN - DOMESTIC WATER
P-201	PLUMBING RISER DIAGRAMS
P-301	PLUMBING DETAILS
P-401	PLUMBING SCHEDULES
<b>MECHANICAL</b>	
M-001	MECHANICAL GENERAL NOTES AND LEGENDS
M-101	FLOOR PLAN – HVAC DUCTWORK
M-201	MECHANICAL NOTES
M-301	MECHANICAL SCHEDULES
<b>ELECTRICAL</b>	
E-001	ELECTRICAL GENERAL NOTES AND LEGENDS
E-101	FLOOR PLAN – LIGHTING
E-102	FLOOR PLAN – POWER AND SYSTEMS
E-103	FLOOR PLAN – MECHANICAL POWER
E-201	ELECTRICAL – DETAILS AND DIAGRAMS
E-301	ELECTRICAL SCHEDULES

END OF  
SECTION

Init.

/

**SECTION 00 01 10  
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**PROCUREMENT AND CONTRACTING REQUIREMENTS**

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00 41 00 - Bid Form

Anti-Collusion Statement Form

Suspension and Debarment Form

Statement of Bidder's Qualifications

00 50 00 - Contracting Forms and Supplements

00 52 00 - Agreement Form

AIA Document A101 - 2017 Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

AIA Document A101 - 2017 Exhibit A - Insurance and Bonds

00 72 00 - General Conditions

AIA Document A201 - 2017 General Conditions of the Contract for Construction

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**END OF SECTION**

*(Table deleted)*

**.6** Addenda, if any:

Number	Date	Pages
ADDENDUM 001	October 7, 2021	8
ADDENDUM 002	October 18, 2021	14

*(Paragraphs deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.7** Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  
*(Paragraphs deleted)*

] Supplementary and other Conditions of the Contract:

INCLUDED IN PROJECT MANUAL

*(Table deleted)*

Init.

**.9** Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

1. Advertisement for Bids
2. Contractor's Bid and Bid Bond
3. Suspension and Debarment
4. Anti-Collusion Statement
5. Statement of Bidder's Qualifications
6. Certified Bid Tabulation
7. Certificate(s) of Insurance
8. Payment and Performance Bonds (filled/recorded in Craighead County)
9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
10. Contractor's Release of Liens (required at close-out)
11. Consent of Surety of Final Payment (required at close-out)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Harold Copenhaver, Mayor  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Kevin Bailey, President  
\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## PAGE 1

City of Jonesboro, Arkansas, Other  
300 South Church Street  
Jonesboro, AR 72401  
Telephone Number: 870-932-1052

...

Bailey Contractors, General Corporation  
2307 Congress Cove  
Jonesboro, AR 72401  
Telephone Number: (870) 933-9612

...

New Maintenance Facility for the City of Jonesboro, Arkansas  
Contract Number: 2021:25  
Lacy Drive, Jonesboro, Arkansas  
The project consists of the new construction of a maintenance facility and associated site improvements for the City of Jonesboro, Arkansas..

...

*(Name, legal status, address and other information)*

Cooper Mixon Architects, PLLC, Professional Limited Liability Company  
505 Union Street  
2nd Floor  
Jonesboro, AR 72401  
Telephone Number: 870-336-0536

## PAGE 2

The date of this Agreement.

## PAGE 3

Not later than ( ) calendar days from the date of commencement of the Work.  Not later than thirty-nine ( 39 ) calendar weeks from Notice to Proceed.

...

Not Applicable

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, one hundred thirty-nine thousand, three hundred ninety-four and zero cents (\$ 1,139,394.00 ), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable

...

Not Applicable

...

<u>Special Inspections Allowance</u>	<u>\$5,000.00</u>
<u>Undercutting Allowance</u>	<u>\$6,600.00</u>

...

<u>Alternate Flooring Adhesive</u>	<u>Sq. Ft.</u>	<u>\$0.30</u>
<u>Remedial Floor Coating</u>	<u>Sq. Ft.</u>	<u>\$4.00</u>
<u>Undercutting</u>	<u>Cubic Yard</u>	<u>\$22.00</u>

...

\$500.00 Per Day

...

Not Applicable

**PAGE 4**

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fi day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

...

Five Percent 5%

**PAGE 5**

General Conditions, Insurance

...

Not Applicable

...

Retainage will be withheld in the amount equal to work left to complete the project at the date of substantial completion; as determined by the architect.

...

Provided final certification of payment is accompanied with all the closeout and final documents as required by the specifications.

...

%—Legal rate prevailing from time to time at the place where the Project is located.

...

Not applicable

**PAGE 6**

Litigation in a court of competent jurisdiction

...

Not Applicable

...

Craig Light  
300 South Church Street  
Jonesboro, AR 72401  
Telephone Number: (870) 932-2438  
Mobile Number: (870) 351-7768  
Email Address: clight@jonesboro.org

...

Kevin Bailey  
2307 Congress Cove  
Jonesboro, AR 72401  
Telephone Number: (870) 933-9612

**PAGE 7**

Mobile Number: (870) 926-2608  
Email Address: kevin@baileygc.com

...

Not Applicable

...

Not Applicable

...

.4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

.4 Drawings

**LIST OF DRAWING SHEETS**

**SHEET NUMBER      SHEET NAME**

<b><u>S-001</u></b>	<b><u>GENERAL NOTES</u></b>
<b><u>S-101</u></b>	<b><u>FRAMING PLANS</u></b>
<b><u>S-201</u></b>	<b><u>ELEVATIONS</u></b>
<b><u>S-301</u></b>	<b><u>FOUNDATION SECTIONS AND DETAILS</u></b>

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<b><u>G-01</u></b>	<b><u>SHEET INDEX, ABBREVIATIONS, LEGEND</u></b>
<b><u>G-02</u></b>	<b><u>CODE ANALYSIS</u></b>

**CIVIL**

<b><u>C-101</u></b>	<b><u>DIMENSION PLAN</u></b>
<b><u>C-102</u></b>	<b><u>GRADING PLAN</u></b>
<b><u>C-103</u></b>	<b><u>UTILITY PLAN</u></b>
<b><u>C-104</u></b>	<b><u>DEMOLITION PLAN</u></b>

**ARCHITECTURAL**

<b><u>A-01</u></b>	<b><u>GENERAL NOTES, ABBREVIATIONS, MATERIALS LEGEND</u></b>
<b><u>AS101</u></b>	<b><u>ARCHITECTURAL SITE PLAN, CONST. SIGN</u></b>
<b><u>A-02</u></b>	<b><u>PARTITION TYPES AND PLAN DETAILS</u></b>
<b><u>A-101</u></b>	<b><u>FLOOR PLAN</u></b>
<b><u>A-102</u></b>	<b><u>REFLECTED CEILING PLAN</u></b>
<b><u>A-103</u></b>	<b><u>ROOF PLAN</u></b>
<b><u>A-201</u></b>	<b><u>EXTERIOR ELEVATIONS</u></b>
<b><u>A-301</u></b>	<b><u>BUILDING SECTIONS</u></b>
<b><u>A-302</u></b>	<b><u>BUILDING SECTIONS</u></b>
<b><u>A-401</u></b>	<b><u>WALL SECTIONS</u></b>
<b><u>A-501</u></b>	<b><u>ENLARGED TOILET PLAN, ELEVATIONS, ADA MOUNTING HEIGHTS</u></b>
<b><u>A-601</u></b>	<b><u>DOOR SCHEDULE, DOOR &amp; FRAME ELEVATIONS, ALUM. FRAME ELEVATIONS</u></b>

**PLUMBING**

<b><u>P-001</u></b>	<b><u>PLUMBING GENERAL NOTES AND LEGEND</u></b>
<b><u>P-101</u></b>	<b><u>FLOOR PLAN - SANITARY SEWER AND VENT</u></b>
<b><u>P-102</u></b>	<b><u>FLOOR PLAN - DOMESTIC WATER</u></b>
<b><u>P-201</u></b>	<b><u>PLUMBING RISER DIAGRAMS</u></b>
<b><u>P-301</u></b>	<b><u>PLUMBING DETAILS</u></b>
<b><u>P-401</u></b>	<b><u>PLUMBING SCHEDULES</u></b>

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<b><u>M-101</u></b>	<b><u>FLOOR PLAN – HVAC DUCTWORK</u></b>
<b><u>M-201</u></b>	<b><u>MECHANICAL NOTES</u></b>

**M-301 MECHANICAL SCHEDULES**

**ELECTRICAL**

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<b><u>E-101</u></b>	<b><u>FLOOR PLAN – LIGHTING</u></b>
<b><u>E-102</u></b>	<b><u>FLOOR PLAN – POWER AND SYSTEMS</u></b>
<b><u>E-103</u></b>	<b><u>FLOOR PLAN – MECHANICAL POWER</u></b>
<b><u>E-201</u></b>	<b><u>ELECTRICAL – DETAILS AND DIAGRAMS</u></b>
<b><u>E-301</u></b>	<b><u>ELECTRICAL SCHEDULES</u></b>

**END OF  
SECTION**

**.5 Specifications**

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00 21 13 - Instructions to Bidders

AIA Document A701 - 2018 Instructions to Bidders

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00 41 00 - Bid Form

Anti-Collusion Statement Form

Suspension and Debarment Form

Statement of Bidder's Qualifications

00 50 00 - Contracting Forms and Supplements

00 52 00 - Agreement Form

(Insert the date of the E203-2013 incorporated into this Agreement.)AIA Document A101 - 2017 Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

AIA Document A101 - 2017 Exhibit A - Insurance and Bonds

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**.5 - DRAWINGS END OF SECTION**

Number	Title	Date
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.6 Specifications Addenda, if any:

Section	Title	Date	Pages
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<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>ADDENDUM 001</u>	<u>October 7, 2021</u>	<u>8</u>
<u>ADDENDUM 002</u>	<u>October 18, 2021</u>	<u>14</u>

.7—Addenda, if any:

Number	Date	Pages
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**PAGE 12** .8—.7 Other Exhibits:

—AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204 2017 incorporated into this Agreement.)*

—The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

<u>INCLUDED IN PROJECT MANUAL</u>			
Document	Title	Date	Pages

**PAGE 13**

1. Advertisement for Bids
2. Contractor's Bid and Bid Bond
3. Suspension and Debarment
4. Anti-Collusion Statement
5. Statement of Bidder's Qualifications
6. Certified Bid Tabulation
7. Certificate(s) of Insurance
8. Payment and Performance Bonds (filled/recorded in Craighead County)
9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
10. Contractor's Release of Liens (required at close-out)
11. Consent of Surety of Final Payment (required at close-out)

...

Harold Copenhaver, Mayor

Kevin Bailey, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:53:29 ET on 10/25/2021 under Order No. 6273488434 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



Project: COJ MX FACILITY

Bid Opening Date, Time, and Location: 10/21/21 at 2:00 p.m. - 400 Lacy Drive, Jonesboro, Arkansas

General Contractors	Bailey Contractors INC.	Olympus	
License Number	0180240422	0013400122	
<b>105.B Total Base Bid</b>	\$1,139,394.00	\$1,206,000.00	
1.07 A1 Weeks	39	53	
1.09 Unit Price Included In Base Proposal			
1.09 B1 Price Per Cubic YD. For Undercut and Backfill	\$22.00	\$20.00	
1.10 Unit Price Not Included In Base Proposal			
1.10 A 1a Unit Price for Alternate Flooring	1,500 SF	1,744 SF	
1.10 A1b Allowance for Adhesive per SF	1500 x \$.30 Per SF = \$450.00	1744 x \$.35 =610.40	
1.10 2 Unit Price for Remedial Floor Coating	\$6,000.00	\$6,104.00	
1.10 2a Total SF of Area	1,500 SF	1,744 SF	
1.10 2b Allowance for Remedial Coating per SF	\$4.00 Per SF = \$6,000.00	\$3.50 Per SF = \$6104.00	
1.10 3 Unit Price for Undercutting			
1.10 3a Allowance for Undercutting Per Cubic Yard	\$22.00	\$20.00	
1.11 Allowances Included In The Base Proposal			
1.11 A1 Allowances Included in Base Bid Special Inspections \$5,000	\$5,000.00	\$5,000.00	
1.11 B 1a General Excavation price per cubic yard x 300 CY	\$6,600.00	\$6,000.00	

<b>1.12 Adenda Addendum 1, &amp; 2</b>	Acknowledged	Acknowledged	
<b>Subcontractors</b>			
<b>Mechanical Work - HVAC</b>			
Name	CONTROL HEATING & COOLING	CONTROL HEATING & COOLING	
License Number	0011640122	0011640122	
<b>Plumbing Work</b>			
Name	ADAMS & COOPER PLUMBING CO. INC.	RGB	
License Number	0016620322	0009621221	
<b>Electrical Work</b>			
Name	EAST ARKANSAS ELECTRICAL CONTRACTORS	ROBINSON	
License Number	0242280422	0067840422	
<b>Roofing and Sheet Metal</b>			
Name	Bailey Contractors INC.	OLYMPUS CONSTRUCTION INC.	
License Number	0180240422	0013400122	
<b>Attachments</b>			
Bid Security	X	X	
Power of Attorney for Bid Bond for the Bid Security	X	X	



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year  
(In words, indicate day, month and year.)

for the following **PROJECT:**  
(Name and location or address)

City of Jonesboro Maintenance Facility  
Contract Number 2021:25  
Lacy Drive, Jonesboro, Arkansas

**THE OWNER:**  
(Name, legal status and address)

City of Jonesboro, Arkansas, Other  
300 South Church Street  
Jonesboro, AR 72401

**THE CONTRACTOR:**  
(Name, legal status and address)

Bailey Contractors, Inc. General Corporation  
2307 Congress Cove  
Jonesboro, AR 72401

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

## § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

## § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
Not Applicable	

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
Not Applicable	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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#### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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User Notes:

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 **Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Not Applicable	

### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

#### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

#### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and Two Million Dollars (\$ 2,000,000.00 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

Not Applicable

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
Not Applicable	

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Not Applicable

# Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:32:27 ET on 10/25/2021.

## PAGE 1

City of Jonesboro Maintenance Facility  
Contract Number 2021:25  
Lacy Drive, Jonesboro, Arkansas

...

City of Jonesboro, Arkansas, Other  
300 South Church Street  
Jonesboro, AR 72401

...

Bailey Contractors, Inc. General Corporation  
2307 Congress Cove  
Jonesboro, AR 72401

## PAGE 2

Not Applicable

...

Not Applicable

## PAGE 4

Not Applicable

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

## PAGE 5

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and Two Million Dollars (\$ 2,000,000.00 ) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

PAGE 6

Not Applicable

...

[  ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 7

Not Applicable

...

Payment Bond

100% of Contract Amount

Performance Bond

100% of Contract Amount

...

Not Applicable

New Maintenance Facility  
The City of Jonesboro, AR

CONSTRUCTION  
DOCUMENTS

SEPT 2021  
Architect's Project #2109

**SECTION 00 11 13  
ADVERTISEMENT FOR BIDS**

**FROM:**

**1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):**

- A. The City of Jonesboro, Arkansas
- B. Address:
  - 400 Lacy Drive
  - Jonesboro, Arkansas 72401

**1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):**

- A. Cooper Mixon Architects, PLLC
  - 1. Address: 505 Union Street, 2nd Floor, Jonesboro, Arkansas 72401.

**1.03 TO: POTENTIAL BIDDERS**

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at:
  - 400 Lacy Drive
  - Jonesboro, Arkansas 72401Before 4:00 pm local standard time on the 14th day of October, 2021, for:
  - 1. Project: New Maintenance Facility for the City of Jonesboro, Arkansas.
- B. Bids can be dropped off at the first floor lobby attendant of the Municipal Building up until 2:00 p.m., at a date and time listed above.
  - 1. First floor conference room has been reserved for the opening of bids.
  - 2. A maximum of ten (10) persons will be allowed to meet in the conference room. Social distancing will be observed.
  - 3. Face coverings will be required.
- C. Architect's Project Number: 2109
- D. Owner's Contract Number: 2021:25
- E. All bidders are requested to attend a Pre-Bid Conference at City of Jonesboro Public Works Department Administration Building, located at 2604 Dan Avenue, Jonesboro, at 10:00 am local time, on the 5th day of October, 2021.
- F. Project Description: The project consists of the new construction of a maintenance facility for the City of Jonesboro, Arkansas.
- G. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount. 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 bidder will enter into a contract and execute Performance and Payment Bonds within ten (10) days after Notice of Award of Contract. The Notice of Award of Contract shall be given by the Owner within Sixty (60) days following the opening of bids.
- H. 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.
- I. Bid Documents for a Stipulated Sum contract may be obtained from the office of Jonesboro Blueprint and Supply, 222 Madison Street, Jonesboro, AR 72401 upon receipt of a refundable deposit, by cash or check (payable to Cooper Mixon Architects PLLC) in the amount of \$100.00 for one set.

- J. Documents may be obtained only by Bidders. Others may view the Bid Documents at the office of the Owner.
- K. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders and Document 00 31 00 - Available Project Information.
- L. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- M. Proposals will be considered on the basis of cost. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.
- N. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- O. 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.
- P. 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 a subcontractor. It is further requested that whenever possible, majority contractors who require subcontractors, seek qualified small, minority, and women owned businesses to partner with them.

**END OF SECTION**

New Maintenance Facility  
The City of Jonesboro, AR

CONSTRUCTION  
DOCUMENTS

SEPT 2021  
Architect's Project #2109

**SECTION 00 41 00  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. The City of Jonesboro, Arkansas (Owner)  
Jonesboro, Arkansas 72401

**1.02 FOR:**

- A. Project: New Maintenance Facility for the City of Jonesboro, Arkansas  
1. Architect's Project Number: 2109  
2. City Contract Number: 2021:25  
400 Lacy Drive  
Jonesboro, Arkansas 72401

**1.03 DATE: 10/21/21 (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Bailey Contractors Inc.  
1. Address 2307 Congress Cove  
2. City, State, Zip Jonesboro, AR 72401  
3. Contractor's License Number: 0150740422

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Cooper Mixon Architects PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of: K.A. hundred thirty nine thousand  
B. one million one ~~three~~ hundred thirty four dollars  
(\$ 1,139,394.00), in lawful money of the United States of America.  
C. We have included the required security Bid Bond as required by the Instruction to Bidders.  
D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.  
E. We have included the required Maintenance Bond required following the Supplementary Conditions.  
F. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.  
G. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.  
B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Furnish the required bonds within ten days of receipt of Notice of Award.  
2. Commence work within ten days after written Notice to Proceed of this bid.  
C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.  
D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the

Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

- E. Liquidated damages have no value when determining the lowest responsive and responsible Bidder.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:  
1. Complete the Work in [ 39 ] calendar weeks from Notice to Proceed.

**1.08 LIQUIDATED DAMAGES**

- A. The amount of Liquidated Damages per Day to be assessed shall be in accordance with the schedule that follows:

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

**1.09 UNIT PRICES TO BE INCLUDED IN BASE PROPOSAL**

- A. The following are Unit Prices for specific portions of the Work as listed. The Undersigned agrees that the following UNIT PRICES shall govern changes in the Work, whether they be ADDITIONS or DEDUCTIONS to the Contract Sum required during the course of the Work. Unit Prices shall be the same for Additions or Deductions. All Unit Prices shall be total installed costs including overhead, profit, geotechnical engineering and all other necessary costs. Proposing separated add and deduct unit prices shall subject this Bid Proposal to be rejected as "non-responsive." The following is the list of Unit Prices:

- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE  
1. Price per cu.yd. for undercut and backfill: - Qty - Unit Price - \$ 22.00

**1.10 UNIT PRICES NOT INCLUDED IN THE BASE PROPOSAL**

- A. Unit Prices **NOT** included in the Base Proposal. Unit prices shall include overhead, profit, and all other costs to complete the work.
- Unit Price for Alternate Flooring Adhesive in the event such remediation is required. Refer to Section 09 05 61 Common Work Results for Flooring Preparation:
    - Total square foot of area 1500 area sq. ft.
    - Allowance for Adhesive per square foot \$ .30.  
**Total Amount \$ 450.00**  
(sq. ft. times price per sq. ft.)
  - Unit Price for Remedial Floor Coating in the event such remediation is required. Refer to Section 09 05 61 Common Work Results for Flooring Preparation:
    - Total square foot of area 1500 area sq. ft.
    - Allowance for Remedial Coating per square foot \$ 4.00.  
**Total Amount \$ 6000.00**  
(sq. ft. times price per sq. ft.)
  - Unit Price for Undercutting in the event such remediation is required.
    - Allowance for Undercutting per cubic yard \$ 22.00.

**1.11 ALLOWANCES INCLUDED IN THE BASE PROPOSAL**

- A. Special Inspections Allowance: Include the stipulated sum listed below for engaging the independent special inspection agency and the required special inspections and testing as directed by the Architect.
- \$5,000.00

- B. Undercutting Allowance: The contractor shall include in the base bid contract amount an allowance for undercutting of existing unsuitable material and replacement with suitable fill material at the above contract unit price for following:

1. 300 CY at the unit price indicated in the paragraph above.
  - a. \$ 104,000.00

### 1.12 ADDENDA

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

1. Addendum # 1 Dated 10/7/21.
2. Addendum # 2 Dated 10/18/21.

### 1.13 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:

1. Subcontractors: Mechanical Work - HVAC (indicative of heating, air conditioning, and ventilating), Electrical Work (indicative of wiring and illuminating fixtures), and any other associated subcontractors working on the project.
2. I submit the names of the following subcontractors we propose to use, and their State contractor License Numbers. (Indicate "none" if subcontractor is not required for this project. Include Prime Bidder's name and license number if Prime Bidder is doing this work itself and the Prime Bidder's contractor license is qualified for this specialty.)

a. MECHANICAL WORK - HVAC

- 1) Name: Control Heating & Cooling
- 2) License # ~~0011440122~~ KB 0011440122

b. PLUMBING WORK

- 1) Name: Adams & Cooper Plumbing Co. Inc.
- 2) License # 0016620322

c. ELECTRICAL WORK

- 1) Name: East Arkansas Electrical Contractors
- 2) License # 0242280422

d. ROOFING AND SHEET METAL WORK

- 1) Name: Bailey Contractors Inc.
- 2) License # 0180240422

- B. The following Supplements are to be attached by the Bidder to this Bid Form and are considered an integral part of this Bid Form:

1. The Anti-Collusion Certification (following 00 41 00 BID FORM) must be executed and submitted with the bids at the time proposals are submitted.
2. Suspension and Debarment Certification (following 00 41 00 BID FORM) must be executed and submitted with the bids at the time proposals are submitted.
3. STATEMENT OF BIDDER'S QUALIFICATIONS: Each Bidder shall submit on the form furnished for that purpose (following 00 41 00 BID FORM), 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.

**1.14 FURTHER CONDITIONS**

- A. The undersigned, by submitting this Bid, further agrees:
1. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
  2. That Bidder understands that the Work must comply with accessibility laws and will ensure that the Work is built in strict accordance with the Contract Documents (Drawings, Plans, and Specifications), of which this Proposal is made a part.
  3. To accomplish the Work, including products, equipment, and systems; complete and functional; ready for operation.
  4. To allow any Federal, State or Local inspector, acting in their official capacity, access to the project site.
  5. That Bidder or subcontractor will not employ or contract with any illegal immigrants.
  6. That it is understood that the Owner may reject any or all bids and waive any informalities or irregularities.

**1.15 ATTACHMENTS**

- A.  Bid Security.
- B.  Power of Attorney for Bid Bond for the Bid Security.

**1.16 BID FORM SIGNATURE(S)**

The Corporate Seal of  
BAILEY CONTRACTORS INC.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

KEVIN BAILEY, PRESIDENT

(Authorized signing officer, Title)

(Seal)

Kevin Bailey, President

(Authorized signing officer, Title)

- 1.17 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that **Bailey Contractors, Inc., 2307 Congress Cove, Jonesboro, AR 72401**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **The City of Jonesboro, Arkansas**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars(\$ 5%)

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

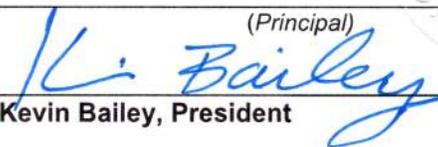
WHEREAS, the Principal has submitted a bid for **New Maintenance Facility**.

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

Signed and sealed **21<sup>st</sup>** day of **October**, **2021**.

  
\_\_\_\_\_  
(Witness)

**Bailey Contractors, Inc.**

{ \_\_\_\_\_  
(Principal) (Seal)  
  
**Kevin Bailey, President**

{ **SureTec Insurance Company**  
\_\_\_\_\_  
(Surety)



  
\_\_\_\_\_  
(Witness)

**Jan Melton**

  
\_\_\_\_\_  
(Title)

**Richard H. Whitley, Attorney-in-fact**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provision:

*Attorney in Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August, A.D. 2020.

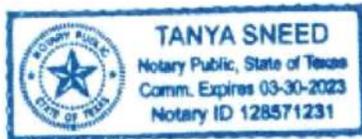
SURETEC INSURANCE COMPANY

By:   
Michael C. Keimig, President



State of Texas                    ss:  
County of Harris

On this 27th day of August, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of October, 2021, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



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.

BAILEY CONTRACTORS INC

(Name of Bidder/Proposer)

KEVIN BAILEY

(Printed Name of Bidder's Agent)

Kevin Bailey

(Signature of Bidder's Agent)

PRESIDENT

(Printed Title of Bidder's Agent)

10-21-21

(Date Executed)





VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.  
**BAILEY CONTRACTORS INC**
2. Permanent main office address.  
**2307 CONGRESS COVE, JONESBORO, AR. 72401**
3. When organized.  
**MAY 29, 2008**
4. If a corporation, where incorporated.  
**ARKANSAS**
5. How many years have been engaged in the contracting business under your present firm or trade name? **13 YEARS**
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).  
**SEE ATTACHMENT A**
7. General character of work performed by your company.  
**INDUSTRIAL, RETAIL, SCHOOLS, CHURCHES, MAIN BUILDINGS**
8. Have you ever failed to complete any work awarded to you?  
**NO**
9. Have you ever defaulted on a Contract?  
**NO**  
If so, where and why?  
**N/A**
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?  
**NO**  
If so, where and why?  
**N/A**
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.  
**SEE ATTACHMENT B**
12. List your major equipment available for this Contract.  
**LIFTS, DOZERS, EXCAVATORS, SKID STEERERS, DUMP TRUCKS, ETC.**
13. Experience in construction work similar in importance to this project.  
**BAILEY WAS THE CONTRACTORS ON THE OTHER CITY SHOP BUILDINGS**
14. Background and experience of the principal members of your organization, including the officers.  
**SEE ATTACHMENT C**
15. Credit available: \$ **ONE MILLION DOLLARS**.
16. Give Bank reference: **SEE ATTACHMENT D**
17. Will you, upon request, fill out a detailed financial statement and furnish any other information  
**YES**

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 10:30 AM ~~10:30 AM~~ ~~10:30 AM~~ Y.B. this 21<sup>ST</sup>

day of OCTOBER, 20 21.

BAILEY CONTRACTORS INC  
 (Name of Bidder)  
 By L. Bailey  
 Title President

STATE OF Arkansas )  
 COUNTY OF Craighead ) SS.

Kevin Bailey being duly sworn deposes and says that  
 he is President of Bailey Contractors, Inc.  
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 21<sup>st</sup> day of Oct, 2021.

Lara J. Bailey  
 (Notary Public)

My Commission Expires:  
6/10/28



# ATTACHMENT A

## SECTION 3.4 MAJOR CONSTRUCTION PROJECTS IN PROGRESS

### **Blue Sky-New Office Building**

10843 Hwy 49  
Brookland, AR 72417  
Contract Amount: \$1,666,461.83  
Percentage Complete: 45%  
Scheduled Completion Date: 2/10/22  
Owner: Blue Sky Technologies  
Architect: Brackett-Krennerich

### **Crye-Leike Commercial Retail Center**

2907 Caraway Rd.  
Jonesboro, AR 72401  
Contract amount: \$1,313,484.00  
Percentage complete: 80%  
Scheduled completion date: 9/27/21  
Owner: Harold E. Crye Revocable Living Trust  
Architect: Johnson Architects, PLC

### **Jonesboro High School Classroom Addition**

301 Hurricane Drive  
Jonesboro, AR 72401  
Contract Amount: \$12,159,446.38  
Percentage Complete: 60%  
Scheduled Completion Date: 7/22  
Owner: Jonesboro School District No.1  
Architect: Steiling Architecture

### **Andy's Self Storage**

4119 Stadium Blvd.  
Jonesboro, AR 72401  
Contract Amount: \$2,043,369.00  
Percentage Complete: 0%  
Scheduled Completion Date: 4/30/2022  
Owner: Scott Young  
Architect: Paul Hoelscher

### **Sanctuary Church**

3111 Rook Rd.  
Jonesboro, AR 72401  
Contract Amount: \$2,697,234.00  
Percentage Complete: 25%  
Scheduled Completion Date: 3/22  
Architect: Daniel G. White

# ATTACHMENT B

## **3.5 Major Construction Projects Completed**

**2020** The Learning Center PT/OT Addition \$825,354.64  
2808 Fox Meadow Lane Jonesboro, AR 72401  
The Learning Center, Owner

Chicken Salad Chick-Conway \$382,846.00  
2235 Dave Ward Drive Suite 301 Conway, AR 72034  
Central Chick LLC, Owner

Jonesboro Airport-Lease T-Hangers \$1,369,552.02  
3901 Lindberg Drive Jonesboro, AR 72401  
Jonesboro Municipal Airport, Owner

Bay Schools Mechanical Upgrades \$279,029.67  
700 School Street Bay, AR 72411  
Bay School District, Owner

Mike McDaniel Shop \$188,042.00  
193 CR 788 Jonesboro, AR 72401  
Mike McDaniel, Owner

ASUN Equipment Repair \$306,615.27  
7648 Victory Blvd. Newport, AR 72112  
Arkansas State University Newport, Owner

Journey Church Kids Expansion \$1,942,967.46  
1701 Disciple Drive Jonesboro, AR 72401  
Journey Church, Owner

Walnut Ridge National Guard Armory Latrine \$325,976.82  
1121 SE Front Street Walnut Ridge, AR 72476  
Walnut Ridge National Guard Armory, Owner

Jonesboro Country Club Kitchen Renovation \$901,474.39  
1408 E. Nettleton Ave. Jonesboro, AR 72401  
Jonesboro Country Club, Owner

Ridge Runner Beef Processor \$250,000.00  
5642 CR 333 Jonesboro, AR 72401  
Robert Montgomery, Owner

**2019** Jonesboro High School Robotics Lab \$192,888.74  
301 Hurricane Drive, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

Jonesboro Public Library Remodel \$154,130.35  
215 West Oak Street, Jonesboro, AR 72401  
Craighead County Judge, Marvin Day 870-933-4500

Cavanaugh GMC Shop Addition \$600,000.00  
3487 Hwy. 67 N., Walnut Ridge, AR 72476  
Cavanaugh Properties, Owner

Northeast Arkansas Federal Credit Union \$2,406,074.00  
2909 Hwy.49N Paragould, AR 72450  
Northeast Arkansas Credit Union, Owner

Cavanaugh Chrysler Jeep Dodge Dealership \$2,728,031.00  
3507 Hwy. 67 N. Walnut Ridge, AR 72450  
Cavanaugh Trust Properties, Owner

ASU Ellis Library Exterior Repairs \$542,701.50  
322 University Loop Circle Jonesboro, AR 72401  
Arkansas State University, Owner

ASU Newport Student Center Renovations \$687,121.45  
7648 Victory, Newport AR 72112  
Craighead County, Owner

ASU Northend Parking Deck \$201,478.86  
111 N. Caraway Road Jonesboro, AR 72401  
Arkansas State University, Owner

Craighead County Crisis Unit \$758,500.00  
837 Willett Road Jonesboro, AR 72401  
Craighead County, Owner

Renovations to Baker Health Care \$450,000.00  
824 Cobb Street Jonesboro, AR 72401  
Baker Health Care, Owner

**2018** Awaken Church \$634,071.50  
2101 Fowler Suite A, Jonesboro, AR 72401  
Chad Gonzales, Pastor 870-938-0522

Car Choice of Memphis \$749,003.76  
2514 Mt. Moriah Road, Memphis, TN 38134  
Ray Osment, Owner 870-336-3941

Chicken Salad Chick \$730,000.00  
2821 Parkwood Road, Jonesboro, AR 72401  
NEA Chick, LLC, Melissa Hardcastle 251-583-8838

Success Academy Re-roof and HVAC Replacement \$887,260.42  
613 N. Fisher Street, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

JPS NEACTC Welding Shop \$294,075.50  
1727 South Main, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

Joe Mack Campbell Park Shop Building \$849,057.90  
310 CWL Drive, Jonesboro, AR 72401  
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Joe Mack Campbell Park Concession Building \$579,000.00  
531 CWL Drive, Jonesboro, AR 72401  
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Southside Concession Building \$695,647.08  
5003 South Stadium Blvd., Jonesboro, AR 72401  
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Fire Protection of Arkansas \$1,517,769.90  
4204 Southwest Drive, Jonesboro, AR 72404  
Rusty Bradley, Owner 870-932-2643

Home IV Renovation \$509,920.00  
206 N. Main, Jonesboro, AR 72401  
Julia Robison, Owner 870-926-4605

**2017** Showroom for Mid-South Plumbing \$766,571.00  
2630 East Highland Drive, Jonesboro, AR 72401  
Warren and Tina Coots, Owners 870-932-8329

Northeast Arkansas Federal Credit Union Blytheville Renovations \$425,000.00  
221 N. Broadway Street, Blytheville, AR 72315  
Sherry Gray, CEO 870-930-6236

Academies Classroom Addition to Jonesboro High School \$2,344,913.59  
301 Hurricane Drive, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

New Showroom Facility for Car Choice \$1,584,465.00  
3000 Stadium Boulevard & Parker Road, Jonesboro, AR 72401

Ray Osment, Owner 870-336-3941

Hounds Hideaway \$613,964.51  
100 Congress Circle, Jonesboro, AR 72401  
Chad and Lacey Vance, Owners 870-938-0138

Woodlawn Assisted Living Facility \$4,781,444.51  
2800 Neeley Street, Batesville, AR 72501  
Penny Reuter, Facility Director 870-613-1946

Farmers Market for City of Wynne \$383,104.15  
101 E. Merriman Avenue, Wynne, AR 72396  
Bob Stacy, Mayor 870-238-0027

City of Jonesboro Central Fire Station \$501,193.00  
3215 E. Johnson Ave., Jonesboro, AR 72401  
Craig Light, Engineering Director 870-932-2438

Arkansas State University – Miscellaneous Renovations \$1,800,000.00  
2105 Aggie Rd., Jonesboro, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

**2016** ASU Ashley ADA Village Interiors Phase 2 \$1,693,064.38  
Arkansas State University-Jonesboro, AR 72467  
Rusty Stroud, Director of Construction 870-972-2066

Black River Technical College Fire Training Tower \$818,992.00  
1410 HWY 304 East, Pocahontas, AR 72455  
Ronnie Walker, Construction Manager 870-248-4000

ASU-Dyess Johnny Cash Theatre Renovations \$1,137,114.03  
110 Main, Dyess, AR 72330  
Kyle Cooper, Project Manager 870-275-2763

ASU Convocation Center Cooling Tower Replacement \$590,736.01  
217 Olympic Drive, Jonesboro, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

ASU ABI Control Retrofit \$472,970.13  
Lab Science East and West Buildings, State University, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

**2015** Jets Regional Transfer Center \$1,126,356.00  
713 Caraway Road, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Stone Street Church of Christ \$1,235,360.76  
514 Airport Road, Jonesboro, AR 72401  
Kemuel Camp, 870-930-6970

Thomas and Betts Breakroom/Training Room \$249,920.75  
5601 East Highland Drive, Jonesboro, AR 72401  
Dennis J. McGee, Facility Manager 864-419-3459

Jonesboro Kindergarten Center Classroom Addition \$808,634.50  
618 West Nettleton, Jonesboro, AR 72404  
Monroe Pointer, Facilities Director 870-933-5862

CWL Therapy Providers of Arkansas Remodel \$301,772.00  
300 West Jefferson, Jonesboro, AR 72401  
Kevan Imboden, Owner's Representative 870-926-9152

**2014** ASU Dyess Theater Reconstruction \$1,137,114.03  
110 Center Drive, Dyess, AR 72330  
Dr. Ruth Hawkins, Director ASU Heritage Sites 870-972-2803

High School Auditorium Renovations \$709,784.95  
406 Wilkerson Drive, Newport, AR 72112  
Larry Bennett, Superintendent 870-926-9152

Paragould Hearing Aid Center \$182,901.00  
913 W. Court Street, Paragould, AR 72450  
James and Brenda Mason, Owner 870-926-9152

Jackson County School Renovation \$681,687.67  
P.O. Box 1070, Tuckerman AR 72473  
Jackson County School District 870-349-2232

ASU Soccer and Tennis Facility \$1,015,513.59  
309 Red Wolf Trail, State University, AR 72467  
Rusty Stroud, Director of Construction 870-972-2066

**2013** ASU-Newport New Physical Plant Building \$332,716.84  
Krueger Drive, Jonesboro, AR 72401  
Adam Adair, Vince Chancellor 501-230-2999

JPS Kindergarten Addition \$519,750.00  
Nettleton Avenue, Jonesboro, AR 72401  
Monroe Pointer, Director of Facilities 870-933-5800

ASU-Newport Hospitality Education Building \$2,810,896.52  
Krueger Drive, Jonesboro, AR 72401  
Adam Adair, Vice Chancellor 501-230-2999

Airgas MidSouth Facility \$536,903.00  
Airgas USA, LLC 4206 Access Road, Jonesboro, AR 72401  
Randy Pugsley, Store Manager 870-919-4109

Westside Elementary Classroom/Cafeteria Wing Addition \$3,172,158.00  
Westside Consolidated School District 1630 Hwy 91 West, Jonesboro, AR 72401  
Shannon Davis, School Board President 870-926-5050

**2012** Jaycee Building and Restrooms \$515,000.00  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-General Construction \$645,226.75  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Concrete \$786,788.00  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Pre-Engineered Metal Building \$2,010,589.50  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

**2011** BRTC LETA Building \$580,428.10  
Black River Technical College 140 HWY 304 East, Pocahontas, AR 72455  
Ronnie Walker, Director of Construction 870-378-6588

Vehicle Maintenance Facility \$1,480,361.04  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

ASU-Newport-Collision Repair \$1,228,677.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Fueling Depot Facility \$659,583.24  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Jonesboro Warehouse Facility \$1,626,786.07  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Administration Office Building \$1,204,418.98  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Gastroenterology Renovation \$326,141.43  
Gastroenterology Specialist 1000 East Matthews, Jonesboro, AR 72401  
Dr. Donovan Stockdale 870-336-0472

ASU Automotive Classroom Renovation \$349,181.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Visual and Performing Arts \$480,884.00  
Jonesboro Special School District 2506 Southwest Square, Jonesboro, AR 72401  
Monroe Pointer, Director of Construction 870-930-0996

**2010** ASU Technology Center \$1,453,510.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Jet Office and Dispatch Building \$698,996.00  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

## ATTACHMENT C

### **Section 3.6 - Construction Experience and Present Commitments of Key Individuals 2021**

**Kevin Bailey**, President. 35 years in construction industry, see resume.

**Lara Bailey**, Sec. Treasurer. 16 years in industry, accounts payable, accounts receivable, payroll, and office manager.

**Lee Teague**, Project Manager. 28 years in the industry. 7 years of Architectural experience, Graduate of University of Arkansas School of Architecture.

**Hunter Bailey**, Project Manager/Estimator. 14 years in industry. Currently estimating bids for prospective projects and managing several projects.

**Tim McDaniel**, Superintendent. 35 years in industry. Currently managing Jonesboro High School Kitchen Renovations.

**Alan Bailey**, Superintendent. 24 years in industry. Currently managing Sanctuary Church. Job will be complete May 2022.

**Mike Stewart**, Superintendent. 40 years in the industry. Currently managing Jonesboro High School Classroom addition. Job will be complete July 2022.

**Cody Baugh**, Superintendent. 8 years in the industry. Currently managing Blue Sky Office Building. Job will be complete March 2022

**James Crawford**, Superintendent. 35 years in the industry. Currently managing Crye-Leike Commercial Retail Center. Job will be completed September 2021

**Nita Cline**, Office Assistant. 3 years in the industry. Currently working part-time in the office.

# ARVEST<sup>®</sup> BANK

ATTACHMENT D

September 8, 2021

Re: Bailey Contractors, Inc. – Reference letter

To whom it concerns:

Let it be known that Kevin and Lara Bailey have been valued and loyal customers of mine personally for over 20 years. Kevin, primary of Bailey Contractors, Inc., is a well-respected contractor in the construction field and a shroud businessman with impeccable character. Lara runs the office and keeps the business running smoothly behind the scenes and is the face and voice of the office and too is of impeccable character.

Long before Bailey Contractors, Inc. (the business) was formed, Kevin and Lara and I built a business relationship and friendship bond that has been strengthened over time. In 2008 when Kevin started the business, I was eager to help the couple build up the business with specific and timely loans and account information. Over the course of the last 13+ years, the business has continued to grow and strengthen in processing power and credible work history.

I have been honored to present and support many types of loan offerings from term loans to long-term asset loans to revolving Lines of Credit. Due to their impressive cash flow, each loan repayment has performed with the utmost promptness with no issues in any way. The Baileys have always chosen to bank with me for their deposit accounts as well. Like the loan relationship, each deposit account has been professionally managed with no issues and no negative activity in my history with this relationship.

Please feel free to contact me if you have any questions of me or the process. My direct phone number at Arvest Bank is 870-268-2030 and my email address is [mmorrow1@arvest.com](mailto:mmorrow1@arvest.com).

Sincerely,



Mark Morrow,  
VP / Commercial Loan Officer



**EXHIBIT G**

Project: COU MX FACILITY

Bid Opening Date, Time, and Location: 10/21/21 at 2:00 p.m. - 400 Lacy Drive, Jonesboro, Arkansas

<b>General Contractors</b>	<b>Bailey Contractors INC.</b>	<b>Olympus</b>	
License Number	0180240422	0013400122	
<b>105.B Total Base Bid</b>	\$1,139,394.00	\$1,206,000.00	
<b>1.07 A1 Weeks</b>	39	53	
<b>1.09 Unit Price Included In Base Proposal</b>			
<b>1.09 B1 Price Per Cubic YD. For Undercut and Backfill</b>	\$22.00	\$20.00	
<b>1.10 Unit Price Not Included In Base Proposal</b>			
<b>1.10 A 1a Unit Price for Alternate Flooring</b>	1,500 SF	1,744 SF	
<b>1.10 Atb Allowance for Adhesive per SF</b>	1500 x \$.30 Per SF = \$450.00	1744 x \$.35 =610.40	
<b>1.10 2 Unit Price for Remedial Floor Coating</b>	\$6,000.00	\$6,104.00	
<b>1.10 2a Total SF of Area</b>	1,500 SF	1,744 SF	
<b>1.10 2b Allowance for Remedial Coating per SF</b>	\$4.00 Per SF = \$6,000.00	\$3.50 Per SF = \$6104.00	
<b>1.10 3 Unit Price for Undercutting</b>			
<b>1.10 3a Allowance for Undercutting Per Cubic Yard</b>	\$22.00	\$20.00	
<b>1.11 Allowances Included In The Base Proposal</b>			
<b>1.11 A1 Allowances Included In Base Bid Special Inspections \$5,000</b>	\$5,000.00	\$5,000.00	
<b>1.11 B 1a General Excavation price per cubic yard x 300 CY</b>	\$6,600.00	\$6,000.00	

<b>1.12 Addenda Addendum 1, &amp; 2</b>		Acknowledged	Acknowledged	
<b>Subcontractors</b>				
<b>Mechanical Work - HVAC</b>				
Name	CONTROL HEATING & COOLING	CONTROL HEATING & COOLING		
License Number	0011640122	0011640122		
<b>Plumbing Work</b>				
Name	ADAMS & COOPER PLUMBING CO. INC.	RGB		
License Number	0016620322	0009621221		
<b>Electrical Work</b>				
Name	EAST ARKANSAS ELECTRICAL CONTRACTORS	ROBINSON		
License Number	0242280422	0067840422		
<b>Roofing and Sheet Metal</b>				
Name	Bailey Contractors INC.	OLYMPUS CONSTRUCTION INC.		
License Number	0180240422	0013400122		
<b>Attachments</b>				
Bid Security	X	X		
Power of Attorney for Bid Bond for the Bid Security	X	X		



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:267

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1121 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 8, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°32'19" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 75.00 FEET; THENCE SOUTH 00°51'07" WEST, LEAVING SAID NORTH LINE, 8.29 FEET; THENCE NORTH 89°51'52" WEST, 74.99 FEET; THENCE NORTH 00°51'07" EAST, 7.51 FEET TO THE POINT OF BEGINNING, CONTAINING 592 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,776.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (1121 CREATH AVENUE)**

PART OF LOT 8, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°32'19" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 75.00 FEET; THENCE SOUTH 00°51'07" WEST, LEAVING SAID NORTH LINE, 8.29 FEET; THENCE NORTH 89°51'52" WEST, 74.99 FEET; THENCE NORTH 00°51'07" EAST, 7.51 FEET TO THE POINT OF BEGINNING, CONTAINING 592 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand seven hundred seventy-six dollars **(\$1,776.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: Emeremela G

Date: 10-25-21

Name: Chalisa Cox Poulos

Date: 10-25-21



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:268

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 721 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 23.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 49.92 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.78 FEET; THENCE SOUTH 89°07'42" WEST, 49.92 FEET; THENCE NORTH 00°16'45" EAST, 12.09 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 596 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,788.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.



**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (721 CREATH AVENUE)**

PART OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 11, 23.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 49.92 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.78 FEET; THENCE SOUTH 89°07'42" WEST, 49.92 FEET; THENCE NORTH 00°16'45" EAST, 12.09 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 596 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand seven hundred eighty-eight dollars **(\$1,788.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: Hugo Cruz

Date: 10-25-2021

Name: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:269

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 719 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOTS 11 & 12, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID BLOCK 3, 23.00 FEET; THENCE SOUTH 00°16'45" WEST, LEAVING SAID NORTH LINE, 12.09 FEET; THENCE NORTH 89°47'30" WEST, 75.00 FEET; THENCE NORTH 00°17'28" EAST, 11.14 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 52.00 FEET TO THE POINT OF BEGINNING, CONTAINING 871 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$2,613.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (719 CREATH AVENUE)**

PART OF LOTS 11 & 12, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID BLOCK 3, 23.00 FEET; THENCE SOUTH 00°16'45" WEST, LEAVING SAID NORTH LINE, 12.09 FEET; THENCE NORTH 89°47'30" WEST, 75.00 FEET; THENCE NORTH 00°17'28" EAST, 11.14 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 52.00 FEET TO THE POINT OF BEGINNING, CONTAINING 871 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of two thousand six hundred thirteen dollars **(\$2,613.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: Christen Lee Chondras

Date: 10/23/21

Name: Emmanuel S

Date: 10/23/21



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:270

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°39'39" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 87.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, LEAVING SAID SOUTH LINE, 7.25 FEET; THENCE SOUTH 89°51'23" EAST, 122.05 FEET; THENCE SOUTH 00°08'21" EAST, 6.23 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 122.05 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 823 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$3,300.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.



**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (CREATH AVENUE)**

PART OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°39'39" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 87.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, LEAVING SAID SOUTH LINE, 7.25 FEET; THENCE SOUTH 89°51'23" EAST, 122.05 FEET; THENCE SOUTH 00°08'21" EAST, 6.23 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 122.05 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 823 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand three hundred dollars **(\$3,300.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: QUALITY PRECAST CORP

Date: 10/22/21

Name: [Signature]

Date: \_\_\_\_\_



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-21:273

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 3901 WILLOW ROAD, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 3901 Willow Road, Jonesboro, Arkansas for the purpose of flood mitigation

WHEREAS, an Offer has been made and accepted by Diane Maness dated October 27, 2021 agreeing to sell her property located at 3901 Willow Road, Jonesboro, Arkansas.

WHEREAS, the funding for the purchase of this property shall come from the FEMA Hazard Mitigation Grant Program and Capital Improvement funds.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute the documents necessary to complete this transaction to come from FEMA Hazard Mitigation Grant Program and Capital Improvement Funds.

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## Offer to Sell Real Property

THIS AGREEMENT is made and entered into this 27 day of October, 2021, between and by the City of Jonesboro hereinafter referred to as "Sub-grantee," by its authorized agent, Roger Gibson, and Diane Maness, hereinafter referred to as "Seller." The parties agree as follows:

1. Sub-grantee, acting under a sub-grant from Arkansas Division of Emergency Management, hereinafter referred to "Grantee," desires to purchase certain properties as a means of mitigating the risks of natural disasters.
2. Seller owns property located at 3901 Willow Road, Jonesboro, Arkansas, hereinafter referred to as "Property," which is among properties Sub-grantee desires to purchase.
3. Seller represents—
  - a) Property has been damaged by natural disaster.
  - b) Seller qualifies for the assistance granted.
  - c) Seller understands *no obligation to sell the Property exists*.
  - d) Seller chooses to *voluntarily sell Property to Sub-grantee*.
4. Sub-grantee shall pay Seller the sum of Seventy Four thousand dollars and zero cents (\$74,000.00) for Property, payable at settlement after the acceptances of this agreement and preliminary approval of Seller's title, provided Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
5. The sum to be paid for Property is its pre-disaster fair market value of \$74,000.00, less deductions in the amount of \$0.00, per the Statement of Determination of Fair Compensation.
6. FEMA Hazard Mitigation Grant Program funds being used for the purchase of Property cannot and will not duplicate benefits received from other sources of funds. Seller will return any disaster aid money received if any such money results in a duplication of benefits.
7. Proceeds from the sale of Property shall first be applied to all liens on Property, including any real estate taxes that are due and payable to the date of settlement.
8. Seller shall execute all necessary documents to transfer fee simple title to Property to Sub-grantee, and any and all documents, now and in the future, required by Sub-grantee, Grantee, or FEMA to complete this transaction and comply with local, State, or Federal regulation.

9. Seller shall not remove any property considered a portion of the real estate without first notifying Sub-grantee in writing and providing written appraisals of any such property. Final value of the property will be determined by Sub-grantee and negotiated prior to removal. The value, as finally determined, will be deducted from the purchase price or repaid by Seller within ten (10) days after removal, as appropriate.
  
10. Seller shall not remove any fixtures, materials, or improvements to the real estate from the premises, nor salvage any materials from the premises at the time of settlement or demolition. Any violation of this agreement may change the fair market value of the structure.

Seller acknowledges that it has reviewed this Agreement and has had an opportunity, at its discretion, to contact an attorney of its choice to review this Agreement. Seller also acknowledges that it enters into this Agreement fully understanding the nature thereof, and saves and holds harmless Sub-grantee as a result of this Agreement or anything incident to the sale of the referenced real property.

THIS AGREEMENT is binding on the heirs, executors, successors, and assigns of both parties.

<u>ROGER GIBSON</u> Witness	<u>Diane Marcos</u> Seller	<u>10/27/21</u> Date
_____ Witness	_____ Seller	_____ Date
	_____ Sub-grantee Authorized Agent	_____ Date



Engineering Department  
PO Box 1845  
300 South Church Street  
Jonesboro, AR 72401  
Phone: (870) 932-2438

## Statement of Determination of Fair Compensation

Location of property: City of Jonesboro, Craighead County, Arkansas  
Address of property: 3901 Willow Road  
Legal description: Don A Davis Subdivision; Lots 2 & 3; Blk B; Section 34 Township 14 Range 04  
Owner(s) of record: Sunny Maness

Type of residence:	<input checked="" type="checkbox"/> Single family	<input type="checkbox"/> Multiple family
Number of rooms:	<u>7</u> Total	<u>3</u> Bedroom(s) <u>2</u> Bath(s)
Exterior (check one):	<input type="checkbox"/> Brick	<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Siding
	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other: _____
Size of lot:	<u>2,128</u> square feet	<u>40,700</u> square feet
Improvements:	None	

Interest to be acquired:  Fee simple  Conservation easement

Amount of compensation: \$ \$74,000.00

This amount is based on an estimated total value of \$66,000.00, from which a total amount of \$0.00 has been deducted to avoid duplication of benefits. (See below.) This amount is believed to be fair compensation for the property, and no less than its fair market value. The following have been deducted from the estimated total value:

Flood insurance	\$ <u>0</u>	Disaster Housing	\$ <u>0</u>
State IFG	\$ <u>0</u>	Hazard Minimization	\$ <u>0</u>
SBA Loan	\$ <u>0</u>	Other: _____	\$ <u>0</u>

Appraisal approach: Sales Comparison & Income Approach

The amount of compensation disregards any possible increase of the fair market value, which might result from this property acquisition project. The fair market value of this property is estimated as of 04/19/2021, the date of appraisal for this property acquisition project. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.

ROGER GIBSON  
Authorized Agent

10/27/21  
Date

**SUMMARY OF SALIENT FEATURES**

SUBJECT INFORMATION	Subject Address	3901 Willow Road
	Legal Description	Lot 2, Block B, Don A Davis Subdivision
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72404
	Census Tract	0004.01
	Map Reference	27860
SALES PRICE	Sale Price	\$ 0
	Date of Sale	
CLIENT	Client	City of Jonesboro
	Client	City of Jonesboro
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	2,128
	Price per Square Foot	\$
	Location	Residential
	Age	~43
	Condition	Poor
	Total Rooms	7
	Bedrooms	3
	Baths	1.0
APPRAISER	Appraiser	Joel King
	Date of Appraised Value	04/20/2021
VALUE	Final Estimate of Value	\$ 74,000