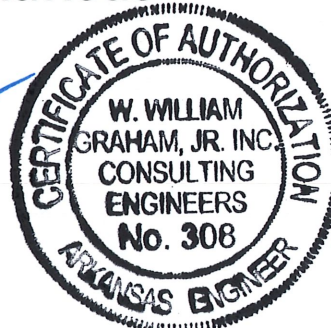
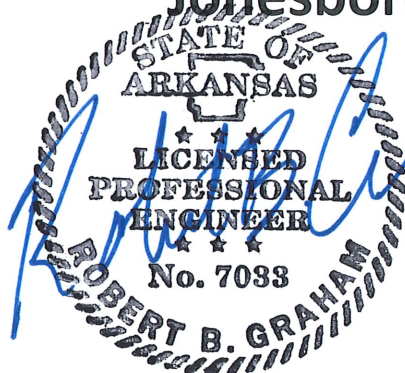


Specifications For

Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project

(Bid #2025:17)

Jonesboro, Arkansas



City of Jonesboro ■ Engineering Department

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on **WEDNESDAY, MAY 21, 2025** and then publicly opened and read aloud in the Third Floor Conference Room for furnishing all labor, material, and equipment, and all work required to furnish and construct the industrial rail grade crossing complete. All Submissions shall be annotated on the outside of the envelope with the bid number **2025:17**.

The Project consists of replacing 500 cross-ties and installing switch protection assemblies on existing turnouts. The Project also includes the removal of the existing Nestle Rd. concrete at-grade crossing and reconstruction of the at-grade crossing with new 7"x9"x10' crossties, aggregate, the salvageable concrete panels, new concrete panels (if required), and associated asphalt paving to complete the crossing replacement. The Contractor shall also remove one panel in the Frito Lay Dr. grade crossing and replace it with an existing salvaged panel in the yard.

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

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

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made. Any addendum to this bid will be posted no later than 7 days before bid opening by clicking on "Purchasing" at www.jonesboro.org.

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

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also

apply.

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project**, Bid Number **2025:17** and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder

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

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

16. SURVEY CONSTRUCTION CONTROLS

CONSTRUCTION SURVEY STAKING (*IF NEEDED*) TO BE PROVIDED BY CONTRACTORS.

III. BID PROPOSAL FOR UNIT PRICES

Bid Proposal for Unit Price "Line Item" Contract

①

City of Jonesboro, Arkansas

(City/County), Arkansas

Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance

Project *Type of Project*

Craighead Technology Park Ind Lead, Nestle Rd. & Frito Lay Rd. (Jonesboro) *Project Location*

Bid # 2025:17

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

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

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings,
specifications, and contract for 39 years, and respectfully invites your attention to the following similar
improvements that have been constructed by them:

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
See Attachments			

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

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

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

*Section I - 60 Days; **see SC.6.4

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

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

None _____ _____
 _____ _____ _____

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

CTP IND LEAD-NESTLE IND LEAD – Maintenance & Grade Crossing Improvements

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	New 7"x9"x8.5' Crossties (wood)	500	EA		
			Dollars	(\$ 249.50)	\$ 124,750.00 ✓
2.	Switch Point Protection Guard Assembly (W-C-H Model STFM)	8	EA		
			Dollars	(\$ 5,669.07)	\$ 45,352.56 ✓
3.	Nestle Rd. Grade Crossing Rebuild Incl. Conc Panels, 7"x9"x10' Crossties	100%	LS		
			Dollars	(\$ 65,710.63)	\$ 65,710.63 ✓
4.	Frito Lay Rd. Grade Crossing Maint. (Conc Panel Removal/Replacement)	100%	LS		
			Dollars	(\$ 2,825.49)	\$ 2,825.49 ✓
5.	Final Inspection	100%	LS		
			Dollars	(\$ 5,367.14)	\$ 5,367.14 ✓
				TOTAL \$	244,005.82 ✓

* * * * *

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

A. RAIL

Supplier's Name: None

B. BALLAST

Supplier's Name: Ballou Pavement Solutions, Inc

C. SWITCHES

Manufacturer's or Supplier's Name: None

D. TIES

Supplier's Name: Stella Jones

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

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

A. Name: None

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract: \$ _____

B. Name: None

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract \$ _____

C. Name: None

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract \$ _____

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

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

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

RESPECTFULLY SUBMITTED

By Bruno Garcia

Title Area Manager

Address 7700 Jamison Rd

Little Rock, AR 72209

Arkansas License Number #0035070426

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Trac-Work, Inc., as PRINCIPAL, and

Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the

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


Five Percent of the Greatest Amount Bid

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated May 21, 2025, for the Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project.
(Bid Number **2025:17**)

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 21st day of May, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

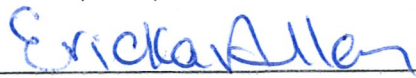

(Witness)

P.O. Box 550

Ennis, TX 75120

Trac-Work, Inc.

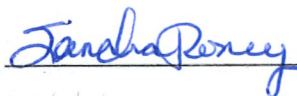
(Principal)

By 
Sec. / Treas.
(Title)

P.O. Box 550

Ennis, TX 75120
(Address)

SEAL


(Corporate Surety)

Fidelity and Deposit Company of Maryland

(Corporate Surety)

By 
Troy Russell Key, Attorney in Fact

1299 Zurich Way 5th Floor

Schaumburg, IL 60196-1056
(Address)

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to o John R.WARD, Monica Ruby VEAZEY, John William NEWBY, Thomas Douglas MOORE ,Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY, Emily Allison MIKESKA, Allyson W .DEAN, Colin E. CONLY, Andrew Gareth ADDISON, Patrick Thomas COYLE, Michael Donald HENDERICKSON, Bryan Kelly MOORE, Elizabeth ORTIZ Ana OWENS, Betty J. REEH, Andrew CLARK, Faith Ann HILTY of Addison, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of January, A.D. 2024.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

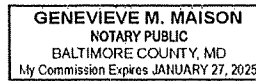
**State of Maryland
County of Baltimore**

On this 31st day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of May, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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V. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Trac-Work, Inc.
2. Permanent main office address. 3801 North I-45 Ennis, TX 75119
3. When organized. 08/22/1968
4. If a corporation, where incorporated. Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? 57 years
6. Arkansas Contractor's License Number # 003507
7. DUNS # 04-462-9020
8. System of Award Management (SAM) expiration date 01/13/2026
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See attached
10. General character of work performed by your company. Railroad track construction
11. Have you ever failed to complete any work awarded to you? No.
12. Have you ever defaulted on a Contract? No.
If so, Where and why?
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No.
If so, where and why?
14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See attached.
15. List your major equipment available for this Contract. See attached.
16. Experience in construction work similar in importance to this project. See attached.

17. Background & experience of the principal members of your organization, including the officers.
18. Credit available: \$ 500,000
19. Give Bank reference: Ennis State Bank
20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes.
21. 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 Trac-Work, Inc. this 15
day of May, 20 25.

Trac-Work, Inc.

(Name of Bidder)

By

Ericka Allen

Title Secretary/Treasurer

STATE OF Texas)
) SS.
COUNTY OF Ellis)

Ericka Allen being duly sworn deposes and says that

He/she is Secretary/Treasurer of Trac-Work, Inc.
(Name of Organization)

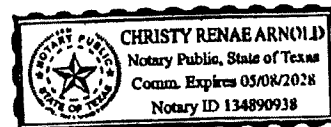
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 15 day of May, 20 25.

Christy Renae Arnold
(Notary Public)

My Commission Expires:

05/08/2028



TRAC-WORK, INC.
LARGEST JOBS COMPLETED IN LAST 3 YEARS
MARCH 31, 2025

<u>JOB NO.</u>	<u>JOB DESCRIPTION</u>	<u>CITY</u>	<u>ST</u>	<u>CONTRACT DATE</u>	<u>COMPLETE DATE</u>	<u>CONTRACT AMOUNT</u>
2223033	BASF CORP	GEISMAR	LA	8/7/23	1/1/25	4,383,466.95
2322016	SHINTECH LOUISIANA	PLAQUEMINE	LA	3/16/22	1/1/24	4,309,876.15
2422034	BALDWIN COUNTY MEGA SITE	BAY MINETTE	AL	4/11/22	1/31/24	3,761,036.10
2323015	SHINTECH LOUISIANA	PLAQUEMINE	LA	2/10/23	5/30/24	3,413,912.50
260017	TURNER INDUSTRIES (EXXON MOBIL)	BATON ROUGE	LA	4/20/20	1/1/23	3,174,969.52
3323007	DOLESE BROS-BIG CANYON SIDE	SULPHUR	OK	1/1/23	10/31/24	3,045,912.81
2123021	FORMOSA 62 RAILCAR FACILITY	POINT COMFORT	TX	4/5/23	5/31/24	2,939,424.05
3423060	SUNNY SIDE MATERIALS	FORT WORTH	TX	7/12/23	10/15/24	2,839,515.31
240026	TOYOTA-TRANSDEVELOPMENT	MADISON	AL	3/2/20	1/1/23	2,809,791.14
2623020	SKM-GEISMAR	GEISMAR	LA	6/27/23	1/1/25	2,769,017.97
2321067	BEARD CONSTRUCTION - SHINTECH	ADDIS	LA	10/11/21	9/30/22	2,593,644.00
1121038	TYSON FOODS, INC.	FULTON	AR	3/2/21	7/2/22	1,932,257.73
1122039	CITY OF JONESBORO	JONESBORO	AR	2/28/22	2/13/23	1,903,777.96
3222038	CARLISLE-NEW MANUFACTURING F.	SIKESTON	MO	6/1/22	3/5/23	1,789,674.00
260025	BROWN INDUSTRIAL CONST	ST. GABRIEL	LA	9/1/20	1/1/23	1,740,885.25
1323036	PROJECT CARDINAL	JACKSON	TN	7/1/23	10/21/24	1,638,302.74
2422047	TOYOTA INDIANA	PRINCETON	IN	6/30/22	5/31/24	1,554,892.00
1121043	CITY OF JONESBORO	JONESBORO	AR	6/3/21	7/2/22	1,537,136.21
1122064	GRANITE MOUNTAIN QUARRIES	LITTLE ROCK	AR	2/19/23	4/29/24	1,464,842.49
2323011	BIG RIVER STEEL	OSCEOLA	AR	2/2/23	2/28/25	1,397,814.65
2621026	WESTLAKE VINYL-S-PVC PHASE III EX	GEISMAR	LA	11/15/21	2/1/24	1,387,865.00
3221018	KOCH FERTILIZER RAIL YARD & LOO	ENID	OK	4/21/21	11/30/22	1,356,186.81
3121085	MARS WRIGLEY CONFECTIONERY U'	WACO	TX	9/1/21	11/2/22	1,344,031.09
3221024	MEMPHIS & SHELBY COUNTY PORT	MEMPHIS	TN	5/7/21	11/30/22	1,288,131.56
340033	AUSTIN BRIDGE AND ROAD	ROANOKE	TX	4/8/20	1/22/24	1,092,413.61
2222010	KINDER MORGAN TRACK 797A NEW	HARVEY	LA	8/15/22	4/28/23	1,046,635.00
1223041	GEORGIA PACIFIC PASSPORT (CELLU	MEMPHIS	TN	7/1/23	10/30/24	1,006,469.16
260026	WESTLAKE VINYL-S CO.	GEISMAR	LA	9/28/20	4/30/22	963,069.86
2121043	CLEAN HARBORS	LAPORTE	TX	11/15/21	4/4/23	962,386.86
3424013	CONAGRA	FORT WORTH	TX	1/18/24	2/5/25	957,527.12
3222020	VULCAN MATERIALS COMPANY	MILLCREEK	OK	3/31/22	11/30/22	900,380.57
2423041	PEAK PELLET MILL	DOTHAN	AL	10/31/23	5/31/24	860,989.00
3121001	VIA RAIL ENGINEERING INC	ARLINGTON	TX	1/7/21	1/1/24	855,997.61
3421047	KINDER MORGAN DFW ETHANOL F	EULESS	TX	5/17/21	1/1/24	821,461.60
2422055	SKM TURNKEY - NATIONAL CEMENT	RAGLAND	AL	9/12/22	7/1/23	779,669.30
2422038	PEANUT FARM	ATMORE	AL	5/9/22	3/20/23	775,480.00
2421037	MAR-JAC POULTRY	MAYSVILLE	GA	7/12/21	5/31/22	761,428.50
2223007	SHINTECH PLAQUEMINE	PLAQUEMINE	LA	1/23/23	2/28/24	754,402.00
310065	F.A. PEINADO, LLC	HILLSBORO	TX	12/1/20	4/30/22	748,245.08
2421047	CEMEX	BUFORD	GA	11/15/21	6/15/22	743,619.50
3122050	GRAY CONSTRUCTION	HUTCHINS	TX	8/1/22	1/15/24	740,666.27
3123011	GORDAN HIGHLANDER	LANCASTER	TX	8/25/23	10/31/24	731,800.00
1322037	CERTAINTED	SHREVEPORT	LA	6/8/22	3/5/23	724,643.21
2322021	SHINTECH	ADDIS	LA	4/5/22	11/1/22	718,420.24
1223044	MACROSOURCE TRACK REHABILITA	MEMPHIS	TN	8/28/23	3/31/24	718,355.07
3223038	CLEAN HARBORS-BUILD NEW TURN	WAYNOKA	OK	6/30/23	3/31/24	688,674.50
2323050	SKM-GEISMAR	GEISMAR	LA	10/16/23	1/1/25	678,234.24
3322025	AITX NORTH EXPANSION	BROOKHAVEN	MS	5/25/22	7/8/23	673,185.88
2121020	STROBEL ENERGY GROUP LLC	LAPORTE	TX	6/11/21	4/28/22	666,320.40

TRAC-WORK, INC.
LARGEST JOBS IN PROGRESS
MARCH 31, 2025

<u>JOB NO.</u>	<u>JOB DESCRIPTION</u>	<u>CITY</u>	<u>ST</u>	<u>CONTRACT DATE</u>	<u>CONTRACT AMOUNT</u>
2124032	FORMOSA-PHASE 1-PHASE 7 J7 NOI	POINT COMFORT	TX	09/01/24	7,773,548.80
2424014	HYUNDAI ELLABELL	ELLABELL	GA	01/31/24	5,818,654.00
2224028	DUPONT PROJECT	LAPLACE	LA	05/23/24	5,247,796.83
1324016	HUBER OSB MILL 6	SHUQUALAK	MS	03/11/24	4,296,991.65
3425012	FWWR	FORT WORTH	TX	01/01/25	4,112,763.60
1124059	HYBAR - OSCEOLA	OSCEOLA	AR	07/26/24	3,998,330.00
3125002	GRAPHIC PACKAGING	WACO	TX	02/01/25	3,896,811.00
2424054	LHOIST MONTEVALLO RAIL EXPANSI	CALERA	AL	08/13/24	3,478,131.00
2124008	FORMOSA-PHASE 1-PHASE 4	POINT COMFORT	TX	12/28/23	2,930,805.27
2424056	PLANT BARRY	BUCKS	AL	09/06/24	2,883,032.50
3124090	MARTIN MARIETTA	MIDLOTHIAN	TX	11/25/24	2,822,071.94
3224087	ARDMORE DEVELOPMENT AUTHO	ARDMORE	OK	08/05/24	2,788,391.49
3222078	PORT OF MUSKOGEE RAIL ACCESS 8	MUSKOGEE	OK	12/05/22	2,271,028.10
2424048	PLASMINE	BAY MINETTE	AL	06/17/24	2,141,956.00
1124067	EL DORADO CHEMICAL	EL DORADO	AR	11/01/24	2,104,232.09
2424053	MEGA NOVELIS RAIL SPUR	BAY MINNETTE	AL	08/09/24	2,060,359.60
3125010	BURNCO TEXAS	TRENTON	TX	02/06/25	2,003,381.13
2425012	HOLLINGSHEAD CEMENT RAIL TERM	COWAN	TN	02/24/25	1,906,692.40
3224102	PROJECT TIDE	HOPE HULL	AL	11/11/24	1,698,797.75
2324007	BIG RIVER STEEL	OSCEOLA	AR	01/26/24	1,540,251.66
1124052	TREX @ LITTLE ROCK PORT AUTHO	LITTLE ROCK	AR	07/01/24	1,532,848.45
3423040	PROJECT RODEO	MCGREGOR	TX	04/04/23	1,527,809.56
3225001	FWWR	FORT WORTH	TX	01/01/25	1,505,533.45
3122012	MERRICK ENGINEERING (RAILEX)	WACO	TX	03/28/22	1,495,539.33
1325027	PMCI	MOUNT PLEASANT	TX	04/14/25	1,438,064.36
3122031	PMCI PROPERTIES II, LP	MOUNT PLEASANT	TX	04/28/22	1,319,125.45
1324039	DIATOM-GEORGETOWN COUNTY	ANDREWS	SC	07/31/24	1,204,102.39
2624017	LACASSINE	IOWA	LA	09/30/24	1,183,496.08
3124050	MARTIN MARIETTA	GREEN COVE SPRINGS	FL	06/13/24	1,106,206.61
3225003	KORR-MAIZE KS	MAIZE	KS	01/01/25	1,067,779.04
3224013	AM/NS CALVERT	CALVERT	AL	02/05/24	1,063,974.66
2424024	INFRA-METALS	BUCHANAN	GA	09/16/24	987,208.00
3424047	JAMES HARDIE	PRATTVILLE	AL	05/27/24	981,205.58
3324025	PURINA ANIMAL NUTRITION-RAIL A	HENDERSON	CO	05/31/24	914,817.45
1324032	TURK POWER PLANT	FULTON	AR	03/25/24	914,565.60
2324018	HUBER OSB MILL 6	SHUQUALAK	MS	04/22/24	870,627.35
3224089	KOCH-TRACK #3 REHAB	ENID	OK	08/21/24	808,264.82
1125037	MCGEORGE @ TREEHOUSE	LITTLE ROCK	AR	01/16/25	802,659.14
3423051	RAGLE-TXDOT	FORT WORTH	TX	05/31/23	800,983.69
1125039	NEW MILL @ CITY OF HOPE	HOPE	AR	01/16/25	768,881.42
2123050	FORMOSA GVC20 NEW CONSTRUCT	POINT COMFORT	TX	10/25/23	766,911.23
1124065	GREENBRIER CENTRAL	MARMADUKE	AR	09/18/24	761,420.20
3425022	HILLWOOD	ROANOKE	TX	03/10/25	723,060.69
2424043	MISS EXPORT RR	MOSS POINT	MS	05/21/24	717,612.08
2525009	CITGO PROJECT	WESTLAKE	LA	03/12/25	652,527.00
2125003	FORMOSA PLASTICS-MARSHALLING	POINT COMFORT	TX	01/01/25	629,991.63
2423040	NEXUS CIRCULAR	MCDONOUGH	GA	10/02/23	583,130.70
2325024	JAMES HARDIE	PRATTVILLE	AL	04/16/25	576,569.41
1125042	LRPA-ELOPAK-PROJ DARIUS	LITTLE ROCK	AR	01/22/25	565,930.00

TRAC-WORK, INC.
EQUIPMENT LIST

Description

2700 TAMPER
6700 TAMPER
900 TAMPER
AIR COMPRESSOR
BACKHOE
8.5 TON CRANE
CHERRY PICKER
FORKLIFT
GENERATOR
JACKSON HAND TAMPER
35-TON JACK
RAIL BENDER
RAIL DRILL
BALLAST REGULATOR
RAIL HEATER
RAIL PULLER
ATLANTIC RAIL SAW
WELDER

JIMMY SIMS
President
Trac-Work, Inc.

Trac-Work, Inc. – 1984 to Present

Jimmy joined Trac-Work, Inc. in 1984 as a laborer and worked his way through the ranks as equipment operator, truck driver, track foremen, area superintendent and area manager of the Schriever, LA office. Jimmy is also a certified track inspector as per FRA Rule 213.7(a) since October 1992.

Jimmy was elected to serve on the Board of Directors in 1997.

In 2018 Jimmy was promoted to Regional Manager overseeing several Trac-Work, Inc. offices and assisting the Area Managers at the Shreveport, Memphis, Baton Rouge, Schriever, Houston and Sulphur offices. As Regional Manager, he assisted with daily operations in estimating, office operations and on-site projects.

Jimmy has overseen minimal jobs from a few hundred dollars to multi-million-dollar projects.

In 2019, Jimmy was elected to serve as Senior Vice-President of Trac-Work, Inc. In 2023, Jimmy was elected to serve as President.

41 Years Experience

ROBLEY OUBRE

EXPERIENCE

JANUARY 2023 - PRESENT

SENIOR VICE PRESIDENT, TRAC-WORK, INC.

Reporting daily to the President - Oversee Safety Department – Review Financial Statements company wide - Review contracts and subcontracts - Day to day communication with thirteen offices and sub-companies - Evaluate yearly revenues and profits for each office.

MARCH 2022 – JANUARY 2023

REGIONAL MANAGER, TRAC-WORK, INC.

Reporting daily to Senior Vice President - Day to day communication with five offices addressing issues – Reviewing bids over \$100k to maximize profits – Travel bi-weekly to offices to help support training of new managers and establish efficient flow of daily operations – Review of monthly financials for each of the five offices – Attend social meetings throughout the year to promote the company to potential customers.

MARCH 2018 – MARCH 2022

AREA MANAGER, TRAC-WORK, INC.

Reporting bi-weekly to Regional Manager and Senior Vice President – Started and built clientele for the Baton Rouge office – Responsible for building three to four crews of five employees each to perform work – Bid, scheduled and managed jobs ranging from five thousand dollars to multimillion dollar jobs – Responsible for overhead cost and managing inventories – Negotiated purchase price of materials for jobs – Performed railroad inspections for clients to keep them in compliance with FRA standards – Managed daily employee matters – Performed job site audits to ensure safe work practices – Managed office site and one Office Manager.

JANUARY 2017 – FEBRUARY 2018

BUSINESS DEVELOPMENT, PLANT-N-POWER SERVICES

Reported weekly to the President – Responsible for creating new accounts – Account Manager for fifteen or more existing key accounts – Established and met first year goal of obtaining \$5m in revenue through new accounts – Attended LCIA, golf tournaments and marketing events to promote the company.

FEBRUARY 2013 – JANUARY 2017

GENERAL MANAGER, U.S. RAILROAD CONSTRUCTION, LLC

Reported daily to the President – Responsible for starting and building the railroad division – Built a clientele base from existing customers – Responsible for hiring and firing of employees to build crews for obtained work – Established a new customer base – Built safety handbook and

daily JSA forms – Bid, scheduled and managed jobs ranging from five thousand dollars to multimillion dollars – Responsible for overhead cost and managing inventories – Negotiated purchase price of materials for jobs – Performed railroad inspections for clients to keep them in compliance with FRA standards – Managed daily employee matters – Managed office site and one Office Manager – Worked with Accounting Department on WIP reports.

MAY 2010 – FEBRUARY 2013

SUPERINTENDENT, TRAC-WORK, INC.

Reported daily to the Area Manager – Responsible for scheduling work for up to nine crews of five people each – Scheduled delivery of materials and equipment for jobs – Ensured employees were up to date on all safety trainings – Performed job site audits on employees and equipment – Maintained equipment and scheduled repairs – Managed daily employee matters and reported to Area Manager when needing support – Performed railroad inspections to job sites for customers.

License No. 0035070426

ID #4863

State of Arkansas
Commercial Contractors Licensing Board

TRAC-WORK, INC.
PO BOX 550
ENNIS, TX 75120

TRAC-WORK, INC.

This is to Certify That _____

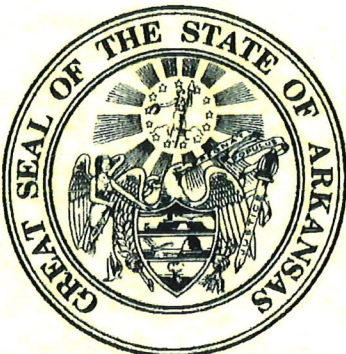
is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION

This contractor has an unlimited suggested bid limit. _____

from April 11, 2025 **until** April 30, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[Signature]

CHAIRMAN

[Signature]

SECRETARY

April 11, 2025 - dsa

Rec'd 4-15-25

cc: 11 12, 13 23, 32, 50



City of Little Rock
Treasury Management Division

100 City Hall
500 West Markham St
Little Rock, Ar 72201
Phone: (501) 371-4566
Fax: (501) 371-4569

2025

Business License

2025

License is **ROBERT FAVORS**
Granted To: **TRAC-WORK INC**
7700 JAMISON RD
LITTLE ROCK, AR 72209

License **TRAC-WORK INC**
Address: **7700 JAMISON RD**
LITTLE ROCK, AR 72209

Account Number: **BL113981**

Item	Description of Business	Amount
2720	GENERAL CONT. - CLASS 5-BASE	1600.00
2721	GENERAL CONT. - CLASS 5-EMP.	180.00
Auto Assessment Charge		0.00
TOTAL PAID		\$1780.00

In the City of Little Rock, County of Pulaski, State of Arkansas. For 12 months from the 1st day of **January, 2025**
Given under my hand this the **23rd** day of **October, 2024**

Scott Massanelli Treasury Manager

By: Amanda McKinney

INFORMATION OF IMPORTANCE TO HOLDER OF THIS ORIGINAL LICENSE:

- This License: 1. Does not authorize a business to operate in conflict with the laws of the City of Little Rock (inclusive of zoning regulations) or the State of Arkansas.
2. Must be posted in a conspicuous place at the business location being licensed.
3. Is **NOT** transferable with respect to location, business classification, or ownership. Change in location, classification or ownership will necessitate a new license.

Rec'd 10/23/24
cc: 11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mullis Newby Hurst – Texas 5057 Keller Springs Road Suite 200 Addison TX 75001	CONTACT NAME: Nichelle Alger PHONE (A/C, No, Ext): 972-201-0100 E-MAIL ADDRESS: nalger@acrisure.com FAX (A/C, No): 972-201-0123
INSURED Trac-Work, Inc Division #90 P.O. Box 550 Ennis, TX 75120	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance Company INSURER B: Amerisure Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2145449431**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> wk w/in 50f RR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G74388991 002	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21149100402	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			G74389399 002	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC21149060402	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
APPLIES ONLY IF APPLICABLE COVERAGE IS EVIDENCED ON ACORD 25 – CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Excess Liability policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**SAMPLE'
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Mullis Newby Hurst – Texas		NAMED INSURED Trac-Work, Inc Division #90 P.O. Box 550 Ennis, TX 75120
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Excess Liability policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Excess Liability, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

Excess Liability follows form over Auto Liability, General Liability & Workers Compensation subject to policy forms, terms, conditions and exclusions.

General Liability - no XCU exclusion

Operations of Insured

VI. CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and
between Trac-Work, Inc.

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

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

WITNESSETH:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within

the time specified in the BID PROPOSAL FOR UNIT PRICES (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

	(Contractor)
_____	By _____
_____	Title _____

	(Street)

	(City)

	City of Jonesboro
	(Owner)
_____	By _____
_____	_____

VII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated
the _____ day of _____, 20____, a copy of which is attached hereto and
made a part hereof, hereinafter referred to as the Contract, for the **Craighead Technology Park
Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project**. (Bid Number
2025:17)

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

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

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

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

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

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

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

VIII. GENERAL CONDITIONS
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GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

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

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

- | | |
|---|-------------------|
| (1) Workmen's Compensation | - Statutory Limit |
| (2) Employer's Liability for Hazardous Work | - If Needed |

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

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

Each Change Order shall include in its final form:

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

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

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

GC.21 SHOP DRAWINGS

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

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

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

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

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

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

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

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

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

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

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

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

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

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

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

GC.27 QUALITY OF WORK AND PROPERTY

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

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

GC.28 ACCIDENT PREVENTION

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

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

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

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

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

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

GC.39 GENERAL GUARANTY

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

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SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

*NOT APPLICABLE FOR THIS PROJECT

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

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-	RELEASE
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SC.1 GENERAL

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

SC.2 LOCATION OF PROJECT

The Project is located within the City of Jonesboro's Craighead Technology Park on the CTP Industrial Lead Railroad from the derail at Sta 2+05± to the EOT at Sta 238+82±. The Project will include replacing 500 cross-ties, improvements on the Nestle Rd. grade crossing at Sta 159+23, and the Frito Lay Dr. grade crossing at 235+00. A map showing the location of switches and rail layouts is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools & equipment necessary to complete site preparation and install switch point protection assemblies on the turnout locations as shown in the plan set. The Project includes the replacement of 500 cross-ties in the CTP Lead trackage. The Project also includes the removal of the existing Nestle Rd. concrete grade crossing and reconstruction of the grade crossing with new 7"x9"x10' cross-ties, aggregate, the salvageable concrete panels, new concrete panels as needed, and associated asphalt milling & paving. The Project shall also include the removal & replacement of one concrete panel in the Frito Lay Dr. grade crossing using a salvaged panel available in the storage yard.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be the time as specified in the BID PROPOSAL FOR UNIT PRICES, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Plans, Specifications, Proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

1. It is understood and agreed by and between the Owner and the Contractor that the time of

completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

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

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

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

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 TESTING, INSPECTION AND CONTROL

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

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

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

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

SC.20 BOND

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

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the

bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

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

SC.22 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment. ***(NOT APPLICABLE FOR THIS CONTRACT)***

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports

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

SC.26 TEMPORARY FIELD OFFICE

*NOT APPLICABLE THIS PROJECT

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

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

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

RELEASE

FROM: Contractor's Name _____
Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**)

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires:

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

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and just sum of _____

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

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ____ day of _____, 2025, agreed to construct the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XI. DIVISION 1 – GENERAL REQUIREMENTS

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TITLE

01150

MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT**1. GENERAL**

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

2. MEASUREMENTS

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

3. PAYMENT

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

4. MEASUREMENT AND PAYMENT ITEMS

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

4.02 **CTP IND LEAD – Switch Point Protection & Grade Crossing Maintenance**

A. Item No. 1 – New 7"x9"x8.5' Cross-ties (wood)

This item will be measured on a per unit basis. Payment will be made at the unit price per item as listed in the Proposal. The unit price shall include all labor, materials, tools, equipment, and incidentals necessary to furnish and install the new 7"x9"x8.5' crossties into the existing CTP Industrial Lead track. The unit price also include any tie plates, bolts, anchors, angle bars, spikes, and any other items of work required by BNSF Railroad for the proper cross-tie installation. Any crossties that are found deficient during the tamping process are to be removed and these new crossties are to be installed. This item shall also include the collection, removal, and offsite disposal of deficient crossties by Contractor.

B. Item No. 2 – Switch Point Protection Assembly

This item will be measured on a per unit basis. Payment will be made at the unit price per item as listed in the Proposal. The unit price shall include all labor, materials, tools, equipment, and incidentals necessary to furnish and install the new Western-Cullen-Hayes switch point protection guard (Model STFM), or approved equal, according to manufacturer's specifications complete and ready for service. The switch point guard shall be installed on 8 of the existing Turnouts as shown in the plan set (see sheets CTP11, 12, 13, and 15).

C. Item No. 3 – Nestle Rd. Concrete Grade Crossing Rebuild

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The bid price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing concrete grade crossing panels, remove & replace the crossties, tamp & dress track, reinstall unbroken panels & install new panels (if needed), mill & repave asphalt (25' each side) for crossing to be complete and ready for service. All deficient concrete panels are to be replaced with new concrete panels. Any required screws, spikes, plates, or other incidentals to complete the installation are to be furnished by the Contractor. The new crossties installed shall be 7"x9"x10' wooden crossties. The bid price shall also include all asphalt items and any additional ballast/subballast required to construct the crossing complete to grade according to BNSF specifications. Contractor shall also be responsible for any additional items damaged during the crossing rebuild process. This item shall also include proper off-site disposal of all of the removed items by the Contractor.

D. Item No. 4 – Frito Lay Dr. Concrete Grade Crossing Maintenance

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The bid price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing damaged interior concrete grade crossing panel, and install existing concrete panel from the storage yard (Nestle Rd.) for crossing to be complete and ready for service. Any required welds, screws, spikes, plates, or other incidentals to complete the installation are to be furnished by the Contractor. The bid price shall also include any additional ballast/subballast required to install the panel complete to grade according to BNSF specifications. Contractor shall also be responsible for any additional items

damaged during the crossing rebuild process. This item shall also include proper off-site disposal of all of the removed items by the Contractor.

E. Item No. 5 – Final Inspection

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of any track elements that need to be addressed after the final inspection before final acceptance is granted. Once the track maintenance is complete, the Contractor shall inspect the complete trackage. All bolts shall be checked for meeting spec, or replaced if missing. Any anchors or spikes, missing or damaged, shall be replaced. All turnout's shall be inspected to ensure that bond wires and other items meet BNSF Railroad specifications for industry trackage.

* * * * *

XII. TECHNICAL SPECIFICATIONS

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TITLE

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

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

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

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

DIVISION 17
RAILROAD ROADBED CONSTRUCTION

1. CLEARING AND GRUBBING

1.01 DESCRIPTION

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

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

2. CONSTRUCTIONS METHODS

2.01 GENERAL

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

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

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

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

2.02 CLEARING AND GRUBBING

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

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

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

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

* * * * *

1. DESCRIPTION

1.01 GENERAL

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

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

1.02 STRIPPING

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

2. CONSTRUCTION METHODS

2.01 GENERAL

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

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

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

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

2.02 EXCAVATION

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

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

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

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

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

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

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

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

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

2.03 DRAINAGE EXCAVATION

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

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

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

2.04 SURPLUS EXCAVATION

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

2.05 PREPARATION OF EMBANKMENT AREA

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

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

2.06 FORMATION OF EMBANKMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.07 FINISHING AND PROTECTION OF SUBGRADE

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

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

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

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

2.08 HAUL

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

2.09 TOLERANCES

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

2.10 TOP SOIL

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

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

* * * * *

1. DESCRIPTION

A. General

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

B. Materials

- a. Pipe – pipe shall be of the type, size, and class as shown on the plans.
- b. Reinforced Concrete Culvert Pipe – reinforced concrete culvert pipe shall conform to the requirements of the specifications for reinforced concrete culvert pipe, ASTM C-76. Installation shall be made with circular pipe conforming to the requirements for class III, class IV, class V, R-wall or C-wall of the ASTM C-76 specification. All wall thickness to be used shall meet AREMA specifications.
- c. All precast flared end sections shall conform to ASTM C-76. Toe walls required shall conform to AASHTO M-170.
 - 1) All precast Bends, Wyes, and Tees shall comply with ASTM C-76, AASHTO M-170 or Federal Specification SS-P-375.
- d. Fine and coarse aggregates for the concrete mixture shall comply with the requirements of ASTM specifications.
 - 1) Cement shall comply with the requirements of ASTM C-150.
 - 2) Steel shall comply with the requirements ASTM C-185.
 - 3) Joint sealing material, plastic type, shall comply with ASTM C-990, AASHTO M-198, or Federal Specification SS-S-210A.
- e. D-load design pipe shall conform to ASTM C-655.
- f. Preform tape-type plastic compound shall be applied in accordance with the manufacturer's recommendations.

* * * * *

1. DESCRIPTION

GENERAL

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

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

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

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

2. MATERIALS

2.01 GRASS

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

2.02 MULCHES

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

2.03 FERTILIZER

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

2.04 SLOPE DRAINS

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

2.05 OTHER

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

3. CONSTRUCTION REQUIREMENTS

3.01 GENERAL

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

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

3.02 SCHEDULE

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

3.03 AUTHORITY OF ENGINEER

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

3.04 CONSTRUCTION DETAILS

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

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

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

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

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

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

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

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

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

* * * * *

1. INDUSTRY SUB-BALLAST

1.01 DESCRIPTION

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

1.02 MATERIAL REQUIREMENTS

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

1.03 GRADATIONS

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

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

1.04 DESIGN REQUIREMENTS

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

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

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

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

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

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

1.05 CONSTRUCTION METHODS

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

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

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

* * * * *

1. DESCRIPTION

1.01 GENERAL

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

1.02 MATERIALS

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

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

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

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

2.02 Grid Material

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

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

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