



**Specifications**

**For**

**Abilities Unlimited of Jonesboro**

**Alleyway Improvements**

**(Bid #2025:19)**

**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

---

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

## **TABLE OF CONTENTS**

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. BID SCHEDULE

V. BID BOND

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX. GENERAL CONDITIONS

X. SUPPLEMENTAL GENERAL CONDITIONS

XI. SPECIAL CONDITIONS

XII. TECHNICAL SPECIFICATIONS

XIII. ANTI-COLLUSION AND DEBARMENT CERTIFICATION

## **I. ADVERTISEMENT FOR BIDS**

Sealed bids for the Abilities Unlimited of Jonesboro Alleyway Improvements 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 August 6, 2025 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to make necessary patches and overlay to an existing alleyway. All Submissions shall be annotated on the outside of the envelope with the bid number 2025:19.

The project consists of 4,910 S.F. of asphalt overlay and 1,365 S.F. of asphalt patching of the alleyway between Walnut Street and Vine Street north of West Matthews Avenue.

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 them. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

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

The attention of bidders is called to the fact that no contractor's license is required to submit a bid, but successful bidder must be licensed prior to entering into a contract with the City for the project.

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

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

The City of Jonesboro 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 subcontractors 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.

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

“Buy America” provisions apply to this project in accordance with standard specifications of the standards specifications of Housing and Urban Development CPD Notice CPD-25-01.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Abilities Unlimited of Jonesboro Alleyway Improvements, Bid Number 2025:19 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

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

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



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

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

### **4. BID GUARANTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. OPENING OF BIDS**

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

## **10. WITHDRAWAL OF BIDS**

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

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

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

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

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

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

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

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

## **13. BONDS AND INSURANCE**

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

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

## **14. LEGAL QUALIFICATIONS**

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

**15. MODIFICATION OF BID**

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

### III. PROPOSAL

Place \_\_\_\_\_

Date August 5, 2025

Proposal of Michelle's Excavating Inc.

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

or

Proposal of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

or

Proposal of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

**TO: City of Jonesboro**

This bid results from your advertisement for bids for the Abilities Unlimited of Jonesboro Alleyway Improvements.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

\_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

Jordan H. Rushing  
(Witness)

1595 Greene 721 Road

Paragould, AR 72450  
(Address)



Michelle's Excavating Inc.  
(Name of Bidder)

By Michelle Rushing, Pres  
Michelle Rushing, President  
(Print Name and Title)

10134 Highway 49 B  
Brookland, AR 72417  
(Office Address of Bidder)

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

#### IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>ArDOT Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	R&D Asphalt	202	SF	1,365	\$ <u>3.00</u>	\$ <u>4,095.00</u>
2	Unclassified Excavation	210	CY	75	\$ <u>42.00</u>	\$ <u>3,150.00</u>
3	Class 7 Aggregate Base Course	303	Ton	150	\$ <u>50.00</u>	\$ <u>7,500.00</u>
4	Asphalt Patch		Ton	12	\$ <u>250.00</u>	\$ <u>3,000.00</u>
5	Asphalt Overlay		Ton	50	\$ <u>200.00</u>	\$ <u>10,000.00</u>
6	Mobilization	601	L.S.	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>

TOTAL BASE BID

\$ 29,245.00

WRITTEN IN WORDS:

Twenty-nine Thousand Two Hundred Forty Five and 00/100



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **Michelle's Excavating, Inc.**, 10134 Highway 49B, Brookland, AR 72417

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 South Church Street, Jonesboro, AR 72401**

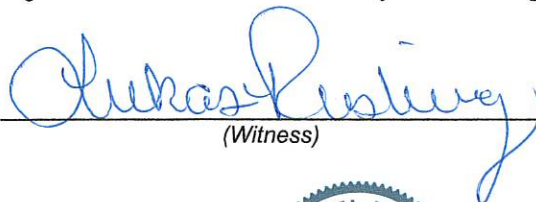
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars(\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Abilities Unlimited of Jonesboro Alleyway Improvements**.

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

Signed and sealed this **6th** day of **August, 2025**


  
(Witness)



  
(Witness)

**Hannah Glover**

  
(Principal)  
  
(Title)  
**FCCI Insurance Company**  
(Surety)  
  
(Title)  
**Michael A. McDaniel, Attorney-in-Fact**






## GENERAL POWER OF ATTORNEY

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

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

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

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

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

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

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



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

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

## CERTIFICATE

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

Dated this 6th day of August, 2025

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



## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Michelle's Excavating Inc.
2. Permanent main office address. 10134 Highway 49B  
Brookland, AR 72417
3. When organized. July 01, 1995
4. If a corporation, where incorporated. AR
5. How many years have been engaged in the contracting business under your present firm or trade name? 30+ years
6. Arkansas Contractor's License Number # 0011330326
7. Unique Entity Identifier # DFXQDK6KZJ95
8. System of Award Management (SAM) expiration date expired 2023
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Attached
10. General character of work performed by your company. Site grading - earthwork,  
Asphalt paving
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. Attached Pregualification for  
D. AR Dot
15. List your major equipment available for this Contract. Attached " " " "
16. Experience in construction work similar in importance to this project. Attached " " " "



17. Background and experience of the principal members of your organization, including the officers. Attached Prequalification AHTD
18. Credit available: \$ Line of credit at Focus Bank
19. Give Bank reference: Glen Burnett, Pres. Focus Bank Paragould
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 Brookland Office this 5<sup>th</sup>  
day of August, 2025.

Michelle's Excavating Inc.  
(Name of Bidder)

By Michelle Rushing  
Title President

STATE OF Arkansas)  
) SS.

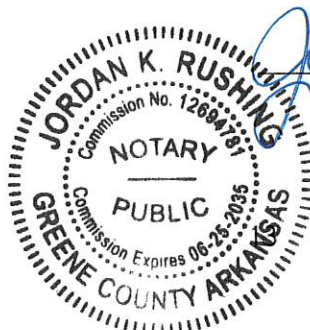
COUNTY OF Greene)

Michelle Rushing being duly sworn deposes and says that  
she is President of Michelle's Excavating 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 5<sup>th</sup> day of August, 2025.

My Commission Expires:  
6-25-2035



(Notary Public)



PROGRAM MANAGEMENT DIVISION

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261

Phone: (501) 569-2262 | Fax: (501) 569-2623

March 31, 2025

Michelle's Excavating, Inc.  
10134 Hwy. 49B  
Brookland, AR 72417-8604

Reference is made to the Prequalification Questionnaire submitted by your organization showing conditions as of December 31, 2024.

The rating extended to your organization is \$50,149,000.

As stated in the Section 102.01 of the 2014 Edition of the Standard Specifications for Highway Construction, this rating will extend your prequalification period for one year from the financial statement date, December 31, 2024, plus a grace period of four months. The Highway Commission policy does not allow an extension of the grace period. Therefore, to maintain a continuous prequalification status, it will be necessary that you submit a new statement prior to the expiration of the grace period. A reminder notification will be mailed to you during the anniversary month of your current prequalification statement.

If you have any questions, please contact Bonnie Taylor at (501)569-2538.

Sincerely,

Division Engineer  
Program Management

c: Natasha Halbert, DBE Specialist



# PREQUALIFICATION QUESTIONNAIRE

**Mail to:**

Arkansas Department of Transportation  
Attn: Program Management Division  
P.O. Box 2261  
Little Rock, Arkansas 72203

**Physical Address:**

10324 Interstate 30, Little Rock, Arkansas 72209

Or

**Email to:**

[pmd@ardot.gov](mailto:pmd@ardot.gov)

Telephone: 501-569-2536

## **IMPORTANT GENERAL INSTRUCTIONS**

1. Each prospective bidder is required to file a prequalification questionnaire on a form approved by this Department. Outdated prequalification forms will no longer be accepted (current as of 12/2022). An audited financial statement is required with each new prequalification. Audited or reviewed financial statements will be accepted with prequalification renewals.
2. A questionnaire may be filed with the Department at any time. The terminal of fiscal date established by the prospective bidder is effective for twelve months from the date shown on the financial statement. A prospective bidder is authorized a four-month grace period to prepare and file a new questionnaire. An extension will not be given beyond the four-month grace period.
3. A reminder notification will be e-mailed to each prequalified prospective bidder during the anniversary month of the financial statement.
4. The prequalification questionnaire filed shall be completed with fillable forms with original signatures or prepared in ink. Prequalification questionnaires completed in ink must be clearly legible.
5. All information and schedules herein shall be completed. In those schedules where there is nothing to report, the notation "None" or "N/A" should be inserted. A detailed Equipment Schedule must be included in order to receive credit for the book value of the equipment.
6. If space is not sufficient, attach separate schedules and reference to appropriate asset/liability items.
7. To avoid delay, be sure that all signatures are affixed and notarized where indicated. (Corporate seal may be affixed to the Affidavit for Corporation.)
8. Accountant's Certificate must be signed by the individual preparing the prequalification questionnaire form as well as showing the Certified or Registered Public Accounting firm. The Accountant may use his own form of opinion to fit the individual case and attach it to the questionnaire in lieu of the printed forms. Any opinion given must clearly refer to the Financial Statement entered in the questionnaire.
9. The Prequalification Questionnaire shall be returned to the Arkansas Department of Transportation, Attention: Program Management Division, P.O. Box 2261, Little Rock, Arkansas 72203, delivered to 10324 Interstate 30, Little Rock, Arkansas 72209, or e-mailed to [PMD@ardot.gov](mailto:PMD@ardot.gov).
10. Each prospective bidder will be notified by e-mail upon completion of the Department's review.
11. Questions regarding the preparation of the prequalification questionnaire form may be directed to telephone number (501)569-2536 or by e-mail at [PMD@ardot.gov](mailto:PMD@ardot.gov).
12. The Department should be notified as soon as possible if there are any changes to the information provided in the Questionnaire.
13. The attention of prospective bidders is directed to Arkansas Code §17-25-101 et seq., Act 1048 of the 2015 Acts of Arkansas, being an "An Act to Amend the Law Concerning the Cost of Work and Materials Requiring a General Contractor's License; and for Other Purposes", and acts amendatory thereto. When the work offered is financed in whole with State funds and is estimated to cost \$50,000 or more, the prospective bidder must show evidence of license with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

Licensing with the Arkansas Contractors Licensing Board is not a prerequisite to bidding on projects that are funded in whole or in part with Federal-aid funds. However, an unlicensed successful bidder must become licensed within 90 calendar days after the written notice of award.

The application for a contractor's license may be obtained from the Arkansas Contractors Licensing Board at (501)372-4661 or <https://www.aclb.arkansas.gov/>.

14. Any company or officer working on a project that is funded in whole or in part with Federal-aid funds must be registered for System of Award Management (SAM) [www.sam.gov](http://www.sam.gov) to avoid any unnecessary delay in the prequalification process. The contractor's Unique Entity ID assigned by SAM should be listed on Page 1 of the Prequalification Questionnaire.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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 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 McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Kelly Myers PHONE (901) 881-6464 FAX (901) 881-6467 E-MAIL kmyers@mcwins.com ADDRESS: kmyers@mcwins.com
INSURED Michelle's Excavating, Inc. 10134 Highway 49 B Brookland AR 72417	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corp. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	CLP3728873	4/15/2024	4/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	CAP3728872	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP3728891	4/15/2024	4/15/2025	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	WC3728874	4/15/2024	4/15/2025	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	Contractors Equipment Special Form	CLP3728873	4/15/2024	4/15/2025	Perchased based limit Deductible \$50,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

(501) 569-2400

Arkansas Highway & Transportation Dept.  
Permits Division

## CANCELLATION

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

M Novarese/MYERSK

© 1988-2014 ACORD CORPORATION. All rights reserved.



## COMPANY CONTACT INFORMATION

The information provided on this form will be used as the main contact information for your company, will be updated in our database, and used for any correspondence throughout the Department.

COMPANY:

Michelle's Excavating Inc.

SUBMITTED BY:

Michelle Rushing 870-239-4913  
(Name of Individual) (Phone Number)

MAILING ADDRESS:  
(Public Information)

10134 Highway 49B  
Street or P.O. Box

Brookland  
City

AR  
State

72417  
Zip Code

LOCATION ADDRESS:  
(If different from Mailing Address)

Street

City

State

Zip Code

TELEPHONE:  
(Public Information)

870-239-4913  
(Include Area Code)

FAX:  
(Public Information)

870-972-1114  
(Include Area Code)

FEDERAL TAXPAYER ID NUMBER:

71-0787443

EMAIL ADDRESS:  
(Public Information)

Michelle8893@gmail.com

SAM UNIQUE ENTITY ID:

DFXODK6KJ95

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers interrogatories hereinafter made.

OFFICER'S SIGNATURE

Michelle Rushing, President

NOTE: INFORMATION PROVIDED IN THIS QUESTIONNAIRE IS CONFIDENTIAL (unless otherwise noted). The Department should be notified as soon as possible of any changes regarding the information provided.

# CERTIFICATION OF OFFICERS/OWNERS/PARTNERS

I, the undersigned, do hereby certify that the following list includes ALL Officer/Owners/Partners of the Company and that each person's authority to enter into agreements/contracts with the Arkansas Department of Transportation is indicated below.

**IMPORTANT:** The full legal name should be listed as it appears on their drivers license.

Is this person  
authorized to enter into  
agreements?

Printed Name	Title	Yes	No
Michelle Rushing	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Michelle's Excavating Inc.	March 1, 2025
Company Name	Date (Required)
Michelle Rushing	President
Signature (Must be Officer/Owner/Partner)	Title (Required)
Michelle Rushing	71-0787443
Printed Name	Federal Employer Identification Number

Return to:  
Arkansas Department of Transportation  
Attention: Program Management Division  
P.O. Box 2261  
Little Rock, AR 72203-2261

E-mail: [pmd@ardot.gov](mailto:pmd@ardot.gov)  
Fax: (501) 569-2623

Note: If any of the information provided on this certification is revised in any manner, a revised form, accompanied by a certified power of attorney, should be submitted to the address listed on Prequalification Cover Page or emailed to [pmd@ardot.gov](mailto:pmd@ardot.gov).

Additional pages may be used as needed.

## CONTRACTOR'S STATEMENT OF EXPERIENCE

For the following questions 1-8, You/Your means this organization, any officer, the qualifier of this company, you, or anyone who owns 10% or more of the entity. Answering yes to any of the following questions will NOT automatically disqualify your Prequalification. This document is required and shall not be omitted from the Prequalification Questionnaire.

- 1 Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No If so, explain the situation, location, and project owner.  
If more room is needed, please attach additional sheets.
- 2 Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? ☐ Yes ☒ No  
If so, state the name of the individual, other organization, and reason therefore.
- 3 Has any officer or partner of your organization ever failed to complete a construction contract handled in his/her own name? ☐ Yes ☒ No  
If so, state the name of the individual, name of owner, and reason therefore.
- 4 Has any officer, employee or representative of your organization been convicted of a bidding crime (i.e. Bid Rigging, RICO) resulting from a jury or bench trial, entered into a plea of guilty or nolo contendere, made a public admission, made a presentation as an unindicted co-conspirator, or gave testimony, which is protected by a grant of immunity, in any jurisdiction within the past five (5) years? ☐ Yes ☒ No  
If so, provide information as to date of the offense and conviction, details of the offense, court documents (indictment, Judgement and Probation/Commitment Order), and other pertinent information.
- 5 Have you filed bankruptcy or were you a part of any other organization that has filed bankruptcy within the last ten (10) years? (See definition of you above) If yes, attach a written explanation as to why bankruptcy had to be filed, along with a copy of the document prepared by your attorney listing the creditors that shows the amounts owed to each creditor and a copy of the bankruptcy discharge. ☐ Yes ☒ No
- 6 Have you ever pleaded guilty, no contest, nolo contendere, been convicted, found guilty, or been sentenced for any felony or misdemeanor, other than traffic violations? (See definition of you/your above) If yes, complete the Criminal Background Information form (page 6) for each offense. ☐ Yes ☒ No
- 7 Do you or any construction related entity in which you own 10% or more, have any outstanding liens, judgments, or pending litigations that would prevent you from bidding or working in or with a specific local, state, or federal agency? (See definition of you/your above) If yes, provide additional information. ☐ Yes ☒ No
- 8 Have you ever had a license revoked or suspended, been penalized or disciplined, by the Arkansas Contractors Licensing Board, the Arkansas Residential Committee, or comparable groups in any other state? (See definition of you/your above) If yes, provide additional information. ☐ Yes ☒ No

### CONTRACTOR'S STATEMENT OF EXPERIENCE (Continued)

9 How many years has your organization been in business as a contractor: (a) under your present business name? starting 32 years.  
(b) Under the name of \_\_\_\_\_ years.

10 How many years experience in construction work has your organization had:

(a) As a general contractor?

(b) As a subcontractor?

11 What is the construction experience of the principal individuals of your present organization?

[illegible]

12 List principal projects your organization has completed in past three years:

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$ 1,127,808. <sup>00</sup>	Asphalt parking lots, driveways for houses, trash	Aug 2023	Triple G Construction 8889 Hwy 470W Fairbairn, AR 72572
\$ 698,008. <sup>00</sup>	Sidewalk, Asphalt parking lots, bridge structures, roads	Spring 2024	Ramsons - PO Box 9185 Jonesboro, Ar
\$ 1,48,584.39	Monette a leadville quarry	Nov. 23	AHTD - Little Rock, AR
\$ 519,977. <sup>00</sup>	Sidewalk for Limestone parking pad	Fall 24	Ramsons - PO Box 9185 Jonesboro, Ar
\$ 343,788.69	Reinforced concrete	Nov 23	AHTD Little Rock, AR
\$ 725,234. <sup>00</sup>	Asphalt, striping	July 24	Lee Const. Jonesboro, AR 72403
\$ 262,497. <sup>50</sup>	Asphalt overlay	Nov 24	AHTD Address 7 Little Rock, Ar
\$ 398,000. <sup>00</sup>	Concrete	Dec 24	Keith Hammett TR King Const. 27006 Rd land
\$ 231,200. <sup>00</sup>	Gravel, Asphalt PAVING	Dec 24	Meadows Const. PO Box 16540 Jonesboro, AR 72403
\$ 483,860. <sup>00</sup>	Gravel, Asphalt PAVING	Nov 24	Meadows Const. PO Box 16540 Jonesboro, AR 72403
\$ 236,759. <sup>00</sup>	Asphalt overlay	Nov 24	C47020 AHTD Little Rock
\$ 488,162. <sup>96</sup>	Asphalt overlay	Oct 24	SABSEY AHTD - Little Rock

## CONTRACTOR'S STATEMENT OF EXPERIENCE (Continued)

Note: Be specific on Number 13 through Number 16 by giving complete address including ZIP code and person to be contacted.

13 Show the projects your organization has under contract or pending award:

[illegible]

14. For what cities/counties have you performed work, when and to whom? (Last 25 years)

City of Poughkeepsie - Mayor Gaskill - Mayor Apee, Mayors for Brookland, Harrisburg, Jonesboro

15 For what state or federal agencies have you performed work, when and to whom? Ark. Game & Fish Comm.

16 With what other states are you prequalified to perform highway work? Greene County Judges, Craighead County Judges, Ad State Parks, Scatter Creek Shooting Range

16 With what other states are you prequalified to perform highway work? Shooting Range

None

17 If you are a corporation, list names and addresses of all subsidiary and affiliated companies.

[illegible]

If you answered yes to question #6 in the Contractors Statement of Experience, complete this form.

## **Criminal Background Information**

**In cases of multiple offenses, make a copy of this form to show information for each offense.**

1. Offender's legal name: \_\_\_\_\_
2. Legal offense: \_\_\_\_\_
3. The date of the conviction: \_\_\_\_\_
4. The jurisdiction (Federal, State, County, or City): \_\_\_\_\_
5. The sentence: \_\_\_\_\_  
\_\_\_\_\_
6. If you were incarcerated, the date of your release: \_\_\_\_\_
7. If you were placed on probation or parole, the date of release from probation or parole: \_\_\_\_\_  
\_\_\_\_\_
8. Has the offense been sealed by the Court, pardoned, or expunged? If yes, which one? \_\_\_\_\_  
\_\_\_\_\_
9. Written explanation as to what occurred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



See CPA's Report

# FINANCIAL STATEMENT

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

☐ An Individual  
☐ A Partnership  
☐ A Corporation

Employer Identification Number (Federal Tax Number) \_\_\_\_\_

Condition at Close of Business \_\_\_\_\_

20

## ASSETS

DETAIL

TOTALS

### Current Assets

1. Cash: (a) on hand \$ (b) in bank \$ (c) elsewhere \$ \$
2. Notes Receivable: (a) Amounts due within one year  
(b) Past due
3. Accounts receivable from completed contracts exclusive of claims not approved for payment
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate:  
(a) Amount receivable after deducting amounts retained  
(b) Amounts retained to date, due upon completion of contracts
5. Accounts receivable from sources other than construction contracts
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days  
(b) Recoverable after 90 days
7. Other Current Assets
8. Stocks and Bonds: Current (a) Listed Present market value  
(c) Unlisted Present value
9. Materials in stock not included in item 4: (a) For uncompleted contracts  
(b) Other materials

Subtotal, Current Assets \$

### Fixed and Other Assets

10. Real Estate: (a) Used for business purposes  
(b) Not used for business purposes
11. Equipment, at book value
12. Furniture and fixtures, not at book value
13. Other Assets (Non-Current)

Subtotal, Fixed and Other Assets \$

Total Assets \$

## LIABILITIES AND EQUITY

### Current Liabilities

14. Notes Payable (Due within one year EXCLUSIVE of Real Estate and Equipment Encumbrances) \$
15. Due Subcontractors (retained percentage and current estimates)
16. Accounts Payable: (a) Not past due  
(b) Past due
17. Real Estate Encumbrances due within one year
18. Equipment Encumbrances due within one year
19. Other Liabilities due within one year

Subtotal, Current Liabilities \$

### Liabilities

20. Notes Payable (amounts due after one year EXCLUSIVE of Real Estate and Equipment Encumbrances) \$
21. Real Estate Encumbrances due after one year
22. Equipment Encumbrances due after one year
23. Other Liabilities due after one year

Subtotal, Liabilities \$

### 24. Proprietor's or Partner's Equity

25. Shareholders' Equity Capital Stock paid up Preferred: \$  
Common: \$  
Capital Surplus: \$  
Retained Earnings: \$  
Less Treasury Stock at cost: \$

Shareholders' Equity \$

Total Liabilities and Equity \$

26. Contingent Liabilities - listed and described on separate schedule \$

IMPORTANT: All items shown in the above FINANCIAL STATEMENT must be detailed in the schedules on subsequent pages.

Do not change the descriptive title of any balance sheet item or supporting schedule. For items not specifically listed, use the applicable schedule(s).

SHOW MONEY VALUE IN DOLLARS

# F A X

**Jimmy D. Wilson, CPA**

1001 West Court St.

Paragould, AR 72450

870-236-6903



To: AR Contractor's Licensing Board

Fax number: 1-501-372-2247

From: Jimmy Wilson, CPA

Fax number: 870-236-6905

Date: **3-25-25**

Regarding:

**Michelles Excavating Inc**

**ID#2748/License #001133**

Phone number for follow-up:

870-236-6903

**Number of pages including cover sheet: 10**

**Comments:**

Here is the Financial Statement Information on Michelle's Excavating Inc for renewal of the Contractor's License.

Thank you.

Jimmy Wilson, CPA

ID# 2748

LICENSE# 001133



JIMMY D WILSON CPA  
1001 WEST COURT ST  
PARAGOULD, AR 72450  
(870) 236-6903

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management  
Michelle's Excavating Inc.  
Paragould, Arkansas

I have reviewed the accompanying balance sheet of Michelle's Excavating Inc. which comprise the balance sheet as of December 31, 2024, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of our procedures provide a reasonable basis for our conclusion.

I am required to be independent of Michelle's Excavating Inc. and to meet our other ethical responsibilities with the relevant ethical requirements related to our review.

### Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



Paragould, AR  
March 22, 2025

Michelle's Excavating Inc.  
Balance Sheet  
December 31, 2024

	<u>2024</u>
ASSETS	
CURRENT ASSETS	
Cash	\$ 96,434
Accounts Receivable	1,007,333
Inventory	<u>10,422</u>
TOTAL CURRENT ASSETS	1,114,189
EQUIPMENT AND PROPERTY	
Equipment	6,655,051
Building	513,660
Land	553,147
Vehicles	616,730
Accumulated Depreciation	<u>(5,238,449)</u>
	3,100,139
NOTES RECEIVABLE - OTHER	<u>35,523</u>
	<u>\$ 4,249,851</u>
LIABILITIES AND STOCKHOLDER'S EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 317,890
Current Portion of Long-Term Debt	<u>327,706</u>
TOTAL CURRENT LIABILITIES	645,596
LONG-TERM DEBT, net of current portion	<u>1,966,234</u>
	<u>2,611,830</u>
STOCKHOLDER'S EQUITY	
Common Stock, \$0 par value, 1000 shares authorized and 100 shares issued and outstanding	\$ 300
Retained Earnings	<u>1,637,721</u>
	<u>1,638,021</u>
	<u>\$ 4,249,851</u>

See accompanying notes and independent accountant's review report.

Michelle's Excavating Inc.  
NOTES TO FINANCIAL STATEMENT

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Michelle's Excavating Inc. (a Corporation) was incorporated in the State of Arkansas on July 1, 1995. Michelle's Excavating Inc. (the "Company") has one office located in Paragould, Arkansas.

Nature of Operations

The Company operates a heavy construction contracting business under the trade name of Michelle's Excavating Inc. primarily within the State of Arkansas.

Date of Management's Review

Management has evaluated subsequent events through March 22, 2025, the date which the financial statement was available to be issued. Management is not aware of any subsequent events that require further disclosure.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, and disclosures. Accordingly, the actual amounts could differ from those estimates. Any adjustments applied to estimate amounts are recognized in the year in which such adjustments are determined.

Basis of Reporting

The Company prepares its financial statements on the accrual basis of accounting. Under this method of accounting, revenue is recognized when amounts are earned and when the amount and timing of the revenue can be reasonably estimated. Expenses are recognized as they occur.

Accounts Receivable

Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation

Michelle's Excavating Inc.  
NOTES TO FINANCIAL STATEMENT

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable (continued)

allowance and a credit to accounts receivable. Accounts receivable have been adjusted for all known uncollectible accounts and no reserve was considered necessary as management considers all reported accounts receivable to be fully collectible.

Inventory

The Company's inventory is valued at the lower of cost (first in first out) or market using the retail method.

Depreciation

Depreciation is provided for in amounts sufficient to allocate the cost of depreciable assets to operations using the straight-line method based on the following estimated useful lives:

	<u>Years</u>
Equipment	5 - 7
Building	39
Vehicles	5

Additions that extend the lives of the assets are capitalized while repairs and maintenance costs are expensed as incurred. When property and equipment are retired, the related cost and accumulated depreciation is removed from the balance sheet and any resultant gain or loss is recorded.

Revenue Recognition

Revenue is recognized as it is earned and related costs from contracts is recognized as it is incurred.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance. General and administrative costs are expensed as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. The Company did have two jobs in progress as of December 31, 2024.

Michelle's Excavating Inc.  
NOTES TO FINANCIAL STATEMENT

NOTE B – DEBT

The following is a summary of long-term debt at December 31, 2024:

Note Payable to Focus Bank 623833, monthly payments of \$4,581.27, including interest of 5.95% collateralized by land, final payment on December 1, 2031	\$ 416,463
Note Payable to Focus Bank 633613, monthly payment of \$6336.13 including interest at 6% collateralized by 2017 Peterbilt, final payment on December 1, 2029.	\$ 119,417
Notes Payable to Focus Bank 627376, monthly payment of \$200.00 plus interest at 6%, collateralized by equipment, final payment June 30, 2025.	\$ 221
Note Payable to GM Financial, monthly payments of \$944.36, including interest of 8% collateralized by 22 GMC Yukon, final payment on February 24, 2027.	\$ 35,942
Note Payable to TD Auto Financial, monthly payments of \$452.69, including interest of 3.9% collateralized by 2021 Chevy Truck, final payment on November 1, 2026	\$ 8776
Note Payable to Focus Bank 632670, monthly payments of \$1638.97, plus interest of 8.25%, collateralized by 20 acre gravel pit final payment on March 13, 2038.	\$ 185,260
Note Payable to Caterpillar Finance, monthly payments of \$1182.01 including interest of 4% collateralized by CB 54B Asphalt Roller, final payment on July 1, 2025.	\$ 8164
Notes Payable to Focus Bank 632940, monthly payment of \$736.90 including interest of 9.19% collateralized by 2016 GMC 2500, final payment on May 4, 2027.	\$ 19,211
Notes Payable to Focus Bank 633723, monthly payments of \$535.03, including interest of 9%, collateralized by 7.01 acres on Hwy 351, final payment on March 17, 2027	\$ 40,165

Michelle's Excavating Inc.  
NOTES TO FINANCIAL STATEMENT

NOTE B – DEBT (continued)

Notes Payable to Focus Bank 633689, Line of Credit, interest of 9.09% collateralized by equipment.	\$ 2495
Notes Payable to Focus Bank 630870, annual payment including interest of 4%, collateralized by 2015 Boma Milling Machine final payment on June 1, 2026.	\$ 114,684
Notes Payable to Focus Bank 633166, monthly payment of \$624.56 including interest of 9.2% collateralized by 2017 Dodge Ram 2500 final payment on July 26, 2027.	\$ 17,140
Note Payable to Caterpillar Finance, monthly payments of \$2929.81 including interest of 6.45%, collateralized by 2020 289 PC Truck Skid Steer final payment June 6, 2027.	\$ 50,138
Notes Payable to Focus Bank 630537, monthly payments of \$415.92 including interest of 4.5% collateralized by 8.19 acres Nestle Road Pit, final payment on April 6, 2024.	\$ 28,508
Note Payable to GM Financial, monthly payments of \$847.99, including interest of 8% collateralized by 2024 GMC 3500 Truck, final payment on March 18, 2028.	\$ 37,159
Notes Payable to Focus Bank 633181, monthly payment of \$2278.52 including interest of 9.17% collateralized by Asphalt Roller/Water Truck, final payment on August 2, 2027.	\$ 64,766
Note Payable to TD Auto Financial, monthly payments of \$662.83 including interest of 3.99% collateralized by 2021 Chevy Silverado, final payment on May 6, 2027	\$ 18,359
Note Payable to Caterpillar Finance, monthly payments of \$2345.49, including interest of 7.99% collateralized by Cat 926 M/LTE, final payment on July 16, 2028.	\$ 96,094

Michelle's Excavating Inc.  
NOTES TO FINANCIAL STATEMENT

Notes Payable to Focus Bank 634307, monthly payments of \$7196.29, including interest of 7.99%, collateralized by 2024 Cat Paver AP655X2, final payment on September 26, 2031.	\$ 446,292
Notes Payable to TD Auto Financial, monthly payments of \$840.02, including interest of 6.99%, collateralized by 2024 GMC Canyon, final payment on December 9, 2031.	\$ 49,285
Notes Payable to John Deere Credit, monthly payments of \$615.46 including interest of 8% collateralized by 2019 John Deere 3033 R Tractor, final payment on June 15, 2024.	\$ 6769
Note Payable to Caterpillar Finance, monthly payments of \$1103.25 including interest of 5.99% collateralized by 306-07CR, final payment on December 29, 2028	\$ 41,708
Notes Payable to Focus Bank 633363, monthly payments of \$2121.15 with interest of 9%, collateralized by D5KKK Cat Dozer, final payment on October 3, 2026.	\$ 82,652
Note Payable to Focus Bank 632104, semi annual payments of interest at 6% collateralized by 2013 Kenworth Dump Truck.	\$ 135,250
Notes Payable to Caterpillar Finance, monthly payments of \$1045.85, including interest of 5% collateralized by 259D3 Compact Truck loader.	\$ 20,320
Notes Payable to Caterpillar Finance, monthly payments of \$1113.24 Including interest, of 6% collateralized by 259D3 Compact Truck loader.	\$ 21,630
Notes payable to Huntington Bank, monthly payment of \$532.02 plus interest Of 5%, final payment on December 31, 2031.	\$ 54,243
Note Payable to Focus Bank 628176, annual payments of \$10,000.00 plus interest of 5% collateralized by equipment, final payment on December 1, 2029.	\$ 49,846
Note Payable to Focus Bank 628272, monthly payments of \$1900.00 plus interest of 5% collateralized by equipment, final payment on December 1, 2030.	\$ 8358

# AFFIDAVIT FOR CORPORATION/LLC/LP

By virtue of the original Articles of Incorporation or some subsequent official action of the Stockholders or Board of Directors, the following are the current officers of the corporation:

Chairman of the Board

President

Vice President

Secretary

Treasurer

The following officers and others are authorized to execute contracts binding the corporation

- Michelle Rushing
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

Capital paid in cash

When incorporated?

In what state?

If a foreign corporation, give date admitted to do business in Arkansas?  
(mm/dd/yy)

Is the corporation in good standing with the Secretary of State of Arkansas in the matter of annual reports?

STATE OF

PARISH

COUNTY OF

Michelle Rushing being duly sworn, deposes and says: That he is President  
of Michelle's Excavation Inc.; the corporation described in,

and which executed, the foregoing statement of experience and all statements therein contained are true and correct and that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true. He further states: That the foregoing statements of experience and financial conditions are submitted to the Arkansas State Highway Commission for the express purpose of being prequalified and eligible to perform work for the Arkansas State Highway Commission in accordance with the Specifications and Supplements thereto; and that any depository, vendor or other agency herein named is hereby authorized to supply the Arkansas State Highway Commission with any information necessary to verify these statements.

Michelle Rushing, President  
Signature of officer

Sworn before me this

Casi Leann Graves  
Notary Public

My Commission expires (mm/dd/yy)

NOTE: The Arkansas State Highway and Transportation Department will accept any document that is notarized by a notary who is an officer, stockholder of the corporation, or by any relative of an officer.



Company Name: Michelle's Excavating Inc.

### WORK CLASSIFICATIONS

Please indicate what work your company performs (check all that apply). This information may be used for public inquiries regarding classifications of work.

1		Approach Slabs & Gutters
2	✓	Asphalt Paving
3		Asphalt Surface Treatment
4	✓	Base Work (Aggregate)
5		Bridge Painting
6		Building Construction
7		Concrete Paving
8		Concrete Work (Structures)
9	✓	Drainage (Pipe Culverts, Precast Boxes, Etc.)
10	✓	Earthwork
11		Engineering
12		Erosion Control
13		Guardrail
14	✓	Hauling
15		Hydrodemolition
16		Microsurfacing
17		Polymer Overlay
18		Striping/Pavement Markings
19	✓	Structures (Bridge and Box Culverts)
20		Traffic Control
21		Traffic Signals
22		Ultrathin Bonded Wearing Course

Each piece of equipment must be listed with cost, depreciation, and net book value. Each section should be totaled and include a grand total of all equipment.

Each piece of equipment must be listed with cost, depreciation, and net book value. Each section should be totaled and include a grand total of all equipment.

Note: If additional space is needed, attachment pages can be used.

Report Date - 3/25/2025  
ID NO. 71-0787443

File Name: RUSHINGB

# ASSET LISTING

MICHELLE'S EXCAVATING COMPANY INC

Fiscal Year Date 12-31-2024

Asset No.	Asset Description	Date Acquired	Method	St Method	Cost	Fed Basis	Fed Prior	Fed Dep	Sec 179 Allow	St Basis	St Prior	St Dep	Prior 179 Allow	State 475 Allow
10.00	1977 GMC TRACTOR	01-01-1990	7-MACRS	7-MACRS	4,250	4,250	4,250	0	0	4,250	4,250	0	0	0
11.00	1991 LOWBOY TRAILER	01-01-1990	7-MACRS	7-MACRS	2,750	2,750	2,750	0	0	2,750	2,750	0	0	0
13.00	86 CHEVY 3/4 TON PU	01-01-1990	7-MACRS	7-MACRS	4,000	4,000	4,000	0	0	4,000	4,000	0	0	0
14.00	1987 DUMP TRUCK & TRAILER	01-01-1990	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
15.00	EQUIPMENT	01-01-1991	7-MACRS	7-MACRS	6,125	6,125	6,125	0	0	6,125	6,125	0	0	0
16.00	COPY MACHINE	01-01-1992	5-MACRS	5-MACRS	1,110	1,110	1,110	0	0	1,110	1,110	0	0	0
19.00	ROLLER	01-01-1992	7-MACRS	7-MACRS	750	750	750	0	0	750	750	0	0	0
20.00	3 TRAILERS & SMALL TOOLS	01-01-1992	7-MACRS	7-MACRS	6,911	6,911	6,911	0	0	6,911	6,911	0	0	0
21.00	1978 TRIAXLE DUMP TRUCK	01-01-1993	7-MACRS	7-MACRS	5,000	5,000	5,000	0	0	5,000	5,000	0	0	0
22.00	NEW BULLDOZER	08-31-1994	7-MACRS	7-MACRS	31,708	31,708	31,708	0	0	31,708	31,708	0	0	0
25.00	EQUIPMENT	01-01-1993	Non Dep't Asset	Non Dep't Asset	1,287,322	1,287,322	0	0	0	1,287,322	0	0	0	0
26.00	EQUIPMENT	01-01-1995	7-MACRS	7-MACRS	2,908	2,908	2,908	0	0	2,908	2,908	0	0	0
27.00	1974 MACK DIESEL TRUCK	07-07-1995	7-MACRS	7-MACRS	7,500	7,500	7,500	0	0	7,500	7,500	0	0	0
28.00	D3 DOZER	09-01-1995	7-MACRS	7-MACRS	44,410	44,410	44,410	0	0	44,410	44,410	0	0	0
29.00	TRUCK	09-01-1995	5-MACRS	5-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
30.00	96 S10 CHEVY	10-11-1996	5-MACRS	5-MACRS	13,129	13,129	13,129	0	0	13,129	13,129	0	0	0
32.00	FUEL TANKS	01-01-1996	5-MACRS	5-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
33.00	DISC	01-01-1996	5-MACRS	5-MACRS	550	550	550	0	0	550	550	0	0	0
35.00	FUEL TRAILER	01-01-1996	7-MACRS	7-MACRS	1,005	1,005	1,005	0	0	1,005	1,005	0	0	0
36.00	RADIOS	07-02-1996	5-MACRS	5-MACRS	2,212	2,212	2,212	0	0	2,212	2,212	0	0	0
37.00	GENERATOR	12-13-1996	7-MACRS	7-MACRS	1,757	1,757	1,757	0	0	1,757	1,757	0	0	0
38.00	TRAILER	12-30-1996	7-MACRS	7-MACRS	590	590	590	0	0	590	590	0	0	0
39.00	INGRAM 9 WHEEL ROLLER	01-01-1996	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0

Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed Basis	Fed Prior	Fed Dep	Sec 179 Allow	St Basis	St Prior	St Dep	Prior 179 Allow	State 179 Allow
40.00	BALANCE OSC DOZER	01-01-1993	7-MACRS	7-MACRS	104,562	104,562	104,562	0	0	104,562	104,562	0	0	0
42.00	EQUIPMENT	01-01-1998	7-MACRS	7-MACRS	30,519	30,519	30,519	0	0	30,519	30,519	0	0	0
43.00	PRESSURE WASHER	01-03-1998	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
44.00	WELDER	01-08-1998	7-MACRS	7-MACRS	2,671	2,671	2,671	0	0	2,671	2,671	0	0	0
46.00	REFRIG	04-08-1998	5-MACRS	5-MACRS	238	238	238	0	0	238	238	0	0	0
47.00	CHAIN SAW	04-09-1998	7-MACRS	7-MACRS	450	450	450	0	0	450	450	0	0	0
48.00	JD 6 WHEELER W/DUMP BED	07-29-1998	7-MACRS	7-MACRS	6,366	6,366	6,366	0	0	6,366	6,366	0	0	0
49.00	TRADE IN-5310 JD TRACTOR	09-21-1993	7-MACRS	7-MACRS	7,950	7,950	7,950	0	0	7,950	7,950	0	0	0
50.00	BUILDING	09-01-1998	NR, prop. 39 year	NR, prop. 39 year	30,048	30,048	19,475	770	0	30,048	19,475	770	0	0
51.00	86 45FT UTILITY FLOAT TRAILER	10-02-1998	7-MACRS	7-MACRS	4,000	4,000	4,000	0	0	4,000	4,000	0	0	0
52.00	1999 2X4 ATV	11-04-1993	7-MACRS	7-MACRS	4,622	4,622	4,622	0	0	4,622	4,622	0	0	0
53.00	TRAVEL TRAILER	11-20-1993	7-MACRS	7-MACRS	4,200	4,200	4,200	0	0	4,200	4,200	0	0	0
54.00	16FT TRAILER	12-01-1998	7-MACRS	7-MACRS	675	675	675	0	0	675	675	0	0	0
55.00	PULL TYPE SHEEPFOOT ROLLER	12-15-1998	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
56.00	1992 MACK TRUCK	12-31-1998	3-MACRS	3-MACRS	18,322	18,322	18,322	0	0	18,322	18,322	0	0	0
57.00	DEWITT AUCTION	02-01-1999	7-MACRS	7-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
59.00		09-09-2009	5-MACRS	5-MACRS	0	0	0	0	0	0	0	0	0	0
60.00	2000 CHEVY 3/4 TON MECHANIC TR	11-12-1999	5-MACRS	5-MACRS	25,603	25,603	25,603	0	0	25,603	25,603	0	0	0
62.00	BLACKMON AUCTION	11-04-1998	7-MACRS	7-MACRS	18,759	18,759	18,759	0	0	18,759	18,759	0	0	0
63.00	ATLAS ASPHALT	11-18-1999	7-MACRS	7-MACRS	2,250	2,250	2,250	0	0	2,250	2,250	0	0	0
64.00	96 320 L CAT HYDROLICA EXCAVAT	12-22-1999	7-MACRS	7-MACRS	90,846	71,846	71,846	0	0	71,846	71,846	0	0	0
66.00	ATLAS ASPHALT	11-18-1999	7-MACRS	7-MACRS	2,250	2,250	2,250	0	0	2,250	2,250	0	0	0
67.00	96 320 L CAT HYDROLICA EXCAVAT	12-22-1999	7-MACRS	7-MACRS	90,846	71,846	71,846	0	0	71,846	71,846	0	0	0
68.00	THUMB ATTACHMENT FOR E120 TRACKHOE	02-25-2000	7-MACRS	7-MACRS	12,000	12,000	12,000	0	0	12,000	12,000	0	0	0
69.00	HAMMER	01-05-2000	7-MACRS	7-MACRS	7,168	7,168	7,168	0	0	7,168	7,168	0	0	0
70.00	GRADEABLE LASERPLANE	07-27-2000	7-MACRS	7-MACRS	2,609	2,609	2,609	0	0	2,609	2,609	0	0	0



Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed Basis	St Basis	Fed Dep	Sec 179 Allow	St Basis	St Prior	St Dep	Prior 179 Allow	State 179 Allow
71.00	GRADABLE LASERPLANE	08-25-2000	7-MACRS	7-MACRS	2,815	2,815	2,815	0	0	2,815	2,815	0	0	0
72.00	BALANCE 2-3 CHEV CREW CAB	01-01-2003	5-MACRS	5-MACRS	37,700	37,700	37,700	0	0	37,700	37,700	0	0	0
73.00	MISC EQUIP	04-05-2000	7-MACRS	7-MACRS	3,855	3,855	3,855	0	0	3,855	3,855	0	0	0
74.00	99 TAI/OE	02-28-2000	5-MACRS	5-MACRS	26,370	26,370	26,370	0	0	26,370	26,370	0	0	0
75.00	BUSHHOG	03-23-2001	7-MACRS	7-MACRS	1,048	1,048	1,048	0	0	1,048	1,048	0	0	0
76.00	LASER	04-05-2001	7-MACRS	7-MACRS	4,531	4,531	4,531	0	0	4,531	4,531	0	0	0
77.00	AIR COMPRESSOR	05-04-2001	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
79.00	ICE MAKER	06-13-2001	7-MACRS	7-MACRS	932	932	932	0	0	932	932	0	0	0
79.00	5105 JD TRACTOR	06-30-2001	7-MACRS	7-MACRS	17,356	17,356	17,356	0	0	17,356	17,356	0	0	0
80.00	87 FORD MECHANIC TRUCK	07-21-2001	5-MACRS	5-MACRS	900	900	900	0	0	900	900	0	0	0
81.00	ROLLER	07-13-2001	7-MACRS	7-MACRS	8,460	8,460	8,460	0	0	8,460	8,460	0	0	0
82.00	EQUIPMENT	08-31-2001	7-MACRS	7-MACRS	7,000	7,000	7,000	0	0	7,000	7,000	0	0	0
85.00	85 MACK WATER TRUCK	10-05-2001	5-MACRS	5-MACRS	8,000	8,000	8,000	0	0	8,000	8,000	0	0	0
86.00	70 MACK DUMP TRUCK	10-11-2001	5-MACRS	5-MACRS	1,262	1,262	1,262	0	0	1,262	1,262	0	0	0
87.00	HOST	12-06-2001	7-MACRS	7-MACRS	800	800	800	0	0	800	800	0	0	0
88.00	GENERATOR	12-07-2001	7-MACRS	7-MACRS	803	803	803	0	0	803	803	0	0	0
89.00	LASER	12-07-2001	7-MACRS	7-MACRS	1,982	1,982	1,982	0	0	1,982	1,982	0	0	0
90.00	CAT 1815 ROLLER	12-13-2001	7-MACRS	7-MACRS	51,894	51,894	51,894	0	0	51,894	51,894	0	0	0
92.00	2003 CHEVY CREW CAB	08-14-2002	5-MACRS	5-MACRS	35,034	24,524	24,524	0	0	35,034	35,034	0	0	0
95.00	87 FORD MECHANIC TRUCK	12-06-2002	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
96.00	MISC EQUIP	11-15-2002	7-MACRS	7-MACRS	3,815	0	0	0	0	0	0	0	0	0
97.00	BUILDING IMPROVEMENTS	01-02-2002	NR, prop. 39 year	NR, prop. 39 year	22,879	22,879	12,868	586	0	22,879	12,868	586	0	0
98.00	91 INTL DUMP TRUCK	07-02-2003	7-MACRS	7-MACRS	20,035	20,035	20,035	0	0	20,035	20,035	0	0	0
99.00	94 MACK DUMP TRUCK	07-21-2003	7-MACRS	7-MACRS	25,045	25,045	25,045	0	0	25,045	25,045	0	0	0
100.00	89 DISTRIBUTION TRUCK	05-29-2003	7-MACRS	7-MACRS	12,545	0	0	0	0	0	0	0	12,545	0
101.00	99 CASE INTL TRACTOR	09-28-2003	7-MACRS	7-MACRS	62,551	62,551	62,551	0	0	62,551	62,551	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed Laste	Fed Trfor	Fed Depr	Sec 179/Allow	St Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
102.00	CEDAR RAPIDS ASPHALT PAYER	03-28-2003	7-MACRS	7-MACRS	21,525	0	0	0	0	0	0	0	21,525	0
103.00	JD 5320 TRACTOR	10-21-2003	7-MACRS	7-MACRS	30,173	0	0	0	0	0	0	0	30,173	0
104.00	MX10 BUSHHOG MOWER	05-07-2003	7-MACRS	7-MACRS	4,493	0	0	0	0	0	0	0	4,493	0
105.00	ASPHALT PAYER LAXMOR	01-07-2004	7-MACRS	7-MACRS	10,000	10,000	10,000	0	0	10,000	10,000	0	0	0
106.00	DELL COMPUTER	02-10-2004	5-MACRS	5-MACRS	1,560	1,560	1,560	0	0	1,560	1,560	0	0	0
107.00	1996 CHEVY 3/4 TON TRUCK	04-20-2004	5-MACRS	5-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
108.00	BALANCE 837D JD TRACTOR	04-16-2004	7-MACRS	7-MACRS	21,000	21,000	21,000	0	0	21,000	21,000	0	0	0
109.00	1992 FORD UTILITY VAN	05-14-2004	5-MACRS	5-MACRS	7,000	7,000	7,000	0	0	7,000	7,000	0	0	0
110.00	JD GATOR	08-11-2004	7-MACRS	7-MACRS	8,500	8,500	8,500	0	0	8,500	8,500	0	0	0
111.00	BARBER GREEN PAYER	08-04-2004	7-MACRS	7-MACRS	25,000	0	0	0	0	0	0	0	25,000	0
112.00	SMALL TOOLS	08-17-2004	7-MACRS	7-MACRS	1,958	1,958	1,958	0	0	1,958	1,958	0	0	0
113.00	VIDEO CAMERA	03-23-2004	7-MACRS	7-MACRS	745	745	745	0	0	745	745	0	0	0
114.00	SURVEY EQUIPMENT	09-21-2004	7-MACRS	7-MACRS	8,703	8,703	8,703	0	0	8,703	8,703	0	0	0
115.00	2005 CHEVY DIESEL TRUCK	10-23-2004	5-MACRS	5-MACRS	41,798	41,798	41,798	0	0	41,798	41,798	0	0	0
116.00	1992 FREIGHTLINER DUMPSTER	10-04-2004	7-MACRS	7-MACRS	18,400	18,400	18,400	0	0	18,400	18,400	0	0	0
117.00	YORK FORKLIFT	10-06-2004	7-MACRS	7-MACRS	3,300	3,300	3,300	0	0	3,300	3,300	0	0	0
118.00	USED 520C CAT EXCAVATOR	10-31-2004	7-MACRS	7-MACRS	62,230	62,230	62,230	0	0	62,230	62,230	0	0	0
119.00	WOODSPUTTER	11-22-2004	7-MACRS	7-MACRS	1,130	1,130	1,130	0	0	1,130	1,130	0	0	0
120.00	NEW BUILDING	12-31-2004	NR, prop. 39 year	NR, prop. 39 year	40,100	40,100	19,575	1,028	0	40,100	19,575	1,028	0	0
121.00	PAN SCRAPER FOR TRACTOR	10-13-2005	7-MACRS	7-MACRS	14,750	14,750	14,750	0	0	14,750	14,750	0	0	0
122.00	IR ASPHALT ROLLER DD 50	03-28-2005	7-MACRS	7-MACRS	6,000	6,000	6,000	0	0	6,000	6,000	0	0	0
123.00	SCALES	06-06-2005	7-MACRS	7-MACRS	2,030	2,030	2,030	0	0	2,030	2,030	0	0	0
124.00	BUSHHOG	06-20-2005	7-MACRS	7-MACRS	1,755	1,755	1,755	0	0	1,755	1,755	0	0	0
125.00	TRAILER	06-20-2005	7-MACRS	7-MACRS	4,845	4,845	4,845	0	0	4,845	4,845	0	0	0
126.00	TIRES	09-02-2005	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
127.00	ROTARY TILLER	09-28-2005	7-MACRS	7-MACRS	4,054	4,054	4,054	0	0	4,054	4,054	0	0	0



Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed Basic	Fed Prior	Fed Dgr	Sec 179 Allow	St Basis	St Prior	St Dgr	Prior 179 Allow	State 179 Allow
126.00	LOWBOY TRAILER	12-02-2005	7-MACRS	7-MACRS	10,000	10,000	10,000	0	0	10,000	10,000	0	0	0
128.00	AIR COMPRESSOR	12-15-2005	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
130.00	CAT 1993 12G GRADER	03-30-2005	7-MACRS	7-MACRS	55,000	55,000	55,000	0	0	55,000	55,000	0	0	0
131.00	1000 GALLON FUEL TRAILER	08-30-2005	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
132.00	TACIK TRUCK & 12' BLADE	03-30-2005	7-MACRS	7-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
133.00	D9 CAT LGD DOZER	06-30-2005	7-MACRS	7-MACRS	66,000	66,000	66,000	0	0	66,000	66,000	0	0	0
137.00	MECHANICS SFD	01-26-2003	7-MACRS	7-MACRS	27,377	27,377	27,377	0	0	27,377	27,377	0	0	0
138.00	2400 GALLON WATER TANK	02-01-2005	7-MACRS	7-MACRS	14,865	14,865	14,865	0	0	14,865	14,865	0	0	0
139.00	LAWN MOWERS -	06-25-2006	7-MACRS	7-MACRS	3,557	3,557	3,557	0	0	3,557	3,557	0	0	0
140.00	D6 H DOZER	08-04-2006	7-MACRS	7-MACRS	49,000	49,000	49,000	0	0	49,000	49,000	0	0	0
141.00	1986 HYSTER TRAILER	06-30-2006	7-MACRS	7-MACRS	6,500	6,500	6,500	0	0	6,500	6,500	0	0	0
142.00	1997 FREIGHTLINER QUAD AXLE	00-30-2006	3-MACRS	3-MACRS	28,000	28,000	28,000	0	0	28,000	28,000	0	0	0
143.00	1997 FREIGHTLINER WATER TRUCK	06-30-2006	7-MACRS	7-MACRS	5,000	5,000	5,000	0	0	5,000	5,000	0	0	0
144.00	2008 GMC SIERRA CREW	06-30-2007	5-MACRS	5-MACRS	38,567	38,567	38,567	0	0	38,567	38,567	0	0	0
145.00	2007 CHEVY CREW CAB	07-31-2007	5-MACRS	5-MACRS	16,238	16,238	16,238	0	0	16,238	16,238	0	0	0
146.00	1997 CHEVY DUALY	09-17-2007	5-MACRS	5-MACRS	3,500	3,500	3,500	0	0	3,500	3,500	0	0	0
147.00	EQUIPMENT	06-30-2007	7-MACRS	7-MACRS	297,982	197,982	197,982	0	0	272,982	272,982	0	100,000	0
148.00	EQUIPMENT	01-01-2008	7-MACRS	7-MACRS	146,015	146,015	146,015	0	0	21,015	125,000	0	0	0
149.00	SHOP BUILDING	01-01-2008	NR, prop. 39 year	NR, prop. 39 year	38,633	38,633	15,799	990	0	38,633	15,799	990	0	0
150.00	2002 DODGE TRUCK	03-31-2009	5-MACRS	5-MACRS	9,650	9,650	9,650	0	0	9,650	9,650	0	0	0
151.00	EQUIPMENT	01-01-2009	7-MACRS	7-MACRS	13,664	13,664	13,664	0	0	13,664	13,664	0	0	0
152.00	2010 GMC	01-01-2010	5-MACRS	5-MACRS	38,757	38,757	38,757	0	0	38,757	38,757	0	0	0
153.00	2011 TAHOE	12-02-2010	5-MACRS	5-MACRS	41,966	41,966	41,966	0	0	41,966	41,966	0	0	0
154.00	LEEBOY PAVER	09-16-2010	7-MACRS	7-MACRS	75,160	75,160	75,160	0	0	75,160	75,160	0	0	0
155.00	PAVING EQUIPMENT	07-30-2010	7-MACRS	7-MACRS	125,000	125,000	125,000	0	0	125,000	125,000	0	0	0
156.00	GENERATOR	06-20-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	F. Basis	Cost F. Inv.	Fed Dept.	Sec 179 Allow	St Basis	St Prior	St Dept.	179 Allow	State 179 Allow
157.00	CARGO TRAILER	07-26-2010	7-MACRS	7-MACRS	3,278	3,278	3,278	0	0	3,278	3,278	0	0	0
158.00	EXTRAX JO ZERO TURN MOWER	08-31-2010	7-MACRS	7-MACRS	4,871	4,871	4,871	0	0	4,871	4,871	0	0	0
159.00	UTILITY TRAILER	07-24-2010	7-MACRS	7-MACRS	1,800	1,800	1,800	0	0	1,800	1,800	0	0	0
160.00	CAR HAULER TRAILER	08-12-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
161.00	SWEeper BROOM ATTACHMENT	08-04-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
162.00	DIAMOND GOOSENECK TRAILER	09-16-2010	7-MACRS	7-MACRS	4,500	4,500	4,500	0	0	4,500	4,500	0	0	0
163.00	SHEEPFOOT ROLLER	09-13-2010	7-MACRS	7-MACRS	12,000	12,000	12,000	0	0	12,000	12,000	0	0	0
164.00	CAMPING TRAILER	10-31-2010	7-MACRS	7-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
165.00	2011 GMC SIERRA	09-01-2011	5-MACRS	5-MACRS	49,964	49,964	49,964	0	0	49,964	49,964	0	0	0
166.00	MOWER	09-30-2011	7-MACRS	7-MACRS	1,500	1,500	1,500	0	0	1,500	1,500	0	0	0
167.00	SHERWIN WILLIAMS	10-07-2011	7-MACRS	7-MACRS	4,034	4,034	4,034	0	0	4,034	4,034	0	0	0
168.00	NFA TURF CARE	09-03-2011	7-MACRS	7-MACRS	524	524	524	0	0	524	524	0	0	0
169.00	EQUIPMENT	06-30-2012	7-MACRS	7-MACRS	17,377	17,377	17,377	0	0	17,377	17,377	0	0	0
170.00	BROOKLAND SHOP	10-28-2013	NR, prop. 39 year	NR, prop. 39 year	323,687	323,687	84,719	8,299	0	323,687	84,719	8,299	0	0
171.00	LAND BROOKLAND SHOP	10-28-2013	Non Depr Asset	Non Depr Asset	36,000	36,000	0	0	0	36,000	0	0	0	0
172.00	MINI EXCAVATOR	12-01-2013	7-MACRS	7-MACRS	110,393	110,393	110,393	0	0	110,393	110,393	0	0	0
173.00	2005 CHEVY 4500	07-26-2013	5-MACRS	5-MACRS	8,900	8,900	8,900	0	0	8,900	8,900	0	0	0
174.00	MISC EQUIPMENT	01-01-2013	7-MACRS	7-MACRS	10,287	10,287	10,287	0	0	10,287	10,287	0	0	0
175.00	2011 FORD F250	01-01-2014	5-MACRS	5-MACRS	35,000	35,000	35,000	0	0	35,000	35,000	0	0	0
176.00	324 DL EXCAVATOR	11-14-2014	7-MACRS	7-MACRS	130,350	130,350	130,350	0	0	130,350	130,350	0	0	0
177.00	04 CAT 8-168 DIESEL	07-09-2014	7-MACRS	7-MACRS	79,520	79,520	79,520	0	0	79,520	79,520	0	0	0
178.00	GRACO LINE DRIVER HD	02-28-2014	7-MACRS	7-MACRS	6,235	6,235	6,235	0	0	6,235	6,235	0	0	0
179.00	GRACO GRINDLAZER 390	02-28-2014	7-MACRS	7-MACRS	7,681	7,681	7,681	0	0	7,681	7,681	0	0	0
180.00	2002 DODGE VAN	07-31-2014	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
181.00	ARES INDUSTRIES	03-26-2015	7-MACRS	7-MACRS	44,332	44,332	44,332	0	0	44,332	44,332	0	0	0
182.00	TRACTOR SUPPLY	04-29-2015	7-MACRS	7-MACRS	900	900	900	0	0	900	900	0	0	0

Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed Acq.	Fed Prior	Fed Dep.	Sec 179 Allow	St Basis	St Prior	St Dep.	Prior 179 Allow	State 179 Allow
183.00	2004 MACK DUMP TRUCK	06-30-2015	7-MACRS	7-MACRS	44,250	41,250	44,250	0	0	44,250	44,250	0	0	0
184.00	2014 MACK GU 713 AND DUMP BODY	06-30-2015	7-MACRS	7-MACRS	135,129	81,129	81,129	0	0	110,129	110,129	0	54,000	0
135.00	2005 GMC TRUCK	10-07-2015	5-MACRS	5-MACRS	4,500	4,500	4,500	0	0	4,500	4,500	0	0	0
187.00	JD UTILITY TRACTOR LOADER AND CUTTER	12-15-2015	7-MACRS	7-MACRS	26,399	26,399	26,399	0	0	26,399	26,399	0	0	0
188.00	1996 FORD VAN	08-19-2015	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
183.00	2015 FROKTER GM1064R	03-30-2016	7-MACRS	7-MACRS	4,802	4,802	4,802	0	0	4,802	4,802	0	0	0
130.00	CUB CADET MOWER	04-13-2016	7-MACRS	7-MACRS	1,100	1,100	1,086	2	0	1,100	1,083	2	0	0
181.00	CAT DOZER DALE PARRISH	09-06-2016	7-MACRS	7-MACRS	20,000	20,000	20,000	0	0	20,000	20,000	0	0	0
182.00	STRIPER AND LINE DRIVER	09-23-2016	7-MACRS	7-MACRS	3,200	3,200	3,200	0	0	3,200	3,200	0	0	0
193.00	SWEeper AND EQUIPMENT	11-04-2016	7-MACRS	7-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
104.00	2 STORAGE CONTAINERS	02-29-2016	7-MACRS	7-MACRS	4,400	4,400	4,400	0	0	4,400	4,400	0	0	0
185.00	CATERPILLAR D6K TRACK TYPE TRACTOR	01-01-2016	7-MACRS	7-MACRS	248,522	248,522	248,521	1	0	248,522	248,521	1	0	0
196.00	CAT C834 ASPHALT COMPACTOR	02-12-2016	7-MACRS	7-MACRS	41,580	41,580	41,579	1	0	41,580	41,579	1	0	0
198.00	2016 JD GATOR	06-06-2016	7-MACRS	7-MACRS	12,535	12,535	12,534	1	0	12,535	12,534	1	0	0
200.00	99 CHEVY	03-01-2017	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
201.00	C854 ROLLER	07-18-2017	7-MACRS	7-MACRS	114,200	114,200	109,106	5,092	0	114,200	109,106	5,092	0	0
202.00	SHOP IMPROVEMENTS	03-25-2017	7-MACRS	7-MACRS	7,000	7,000	6,686	312	0	7,000	6,686	312	0	0
203.00	LAND-ADD TO PIT	04-10-2017	Non Depr Asset	Non Depr Asset	11,000	11,000	0	0	0	11,000	0	0	0	0
204.00	EQUIPMENT	04-03-2018	7-MACRS	7-MACRS	8,730	8,730	7,562	780	0	8,730	7,562	780	0	0
205.00	2003 FREIGHTLINER	04-30-2018	3-MACRS	3-MACRS	31,586	31,586	31,586	0	0	31,586	31,586	0	0	0
206.00	FABICK CAT	05-24-2018	7-MACRS	7-MACRS	10,703	10,703	9,270	956	0	10,703	9,270	956	0	0
207.00	TRAILER TROY POTTER	06-01-2018	7-MACRS	7-MACRS	5,300	5,300	4,590	473	0	5,300	4,590	473	0	0
208.00	ASPHALT EQUIPMENT	06-15-2018	7-MACRS	7-MACRS	17,923	17,823	15,524	1,601	0	17,923	15,524	1,601	0	0
208.00	TRAILER JUSTIN JOHNSON	08-03-2018	7-MACRS	7-MACRS	1,800	1,800	1,560	161	0	1,800	1,560	161	0	0
210.00	EQUIPMENT GILLS	10-10-2018	7-MACRS	7-MACRS	25,000	25,000	21,855	2,233	0	25,000	21,855	2,233	0	0
212.00	2010 FORD F150	12-31-2018	5-MACRS	5-MACRS	17,646	17,646	17,646	0	0	17,646	17,646	0	0	0



Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed Basis	Fed Prior	Fed Dpr	Sec 179 Allow	St Basis	St Prior	St Dpr	Fed 179 Allow	State 179 Allow
213.00	FURNITURE	05-30-2018	5-MACRS	5-MACRS	2,968	2,968	2,968	0	0	2,968	2,968	0	0	0
214.00	14 CAT ROLLER	12-31-2018	7-MACRS	7-MACRS	59,294	0	0	0	0	59,294	51,355	5,295	59,254	0
215.00	2018 CAT SKID STEER 242D	12-31-2018	7-MACRS	7-MACRS	38,557	0	0	0	0	13,557	11,741	1,211	38,557	0
217.00	DK5 DOZER & GPS	09-11-2019	7-MACRS	7-MACRS	129,083	129,083	100,284	11,514	0	129,083	120,284	11,514	0	0
216.00	2019 JD 3038R TRACTOR	01-01-2019	7-MACRS	7-MACRS	43,008	43,008	33,414	3,836	0	43,008	33,414	3,836	0	0
219.00	2019 CAT UTILITY VEHICLE	07-31-2019	7-MACRS	7-MACRS	14,802	14,802	11,500	1,320	0	14,802	11,500	1,320	0	0
221.00	LAND-WALCOTT & GRAVEL PIT	01-01-2014	Non Depr Asset	Non Depr Asset	72,000	72,000	0	0	0	72,000	0	0	0	0
222.00	LAND-3821 GREENE 721 RD	01-01-2017	Non Depr Asset	Non Depr Asset	10,191	10,191	0	0	0	10,191	0	0	0	0
223.00	TRUCK	01-10-2020	5-MACRS	5-MACRS	2,500	2,500	2,068	288	0	2,500	2,068	288	0	0
224.00	CAT AP1055E TUF	11-01-2020	7-MACRS	7-MACRS	115,382	115,382	79,336	10,304	0	115,382	79,336	10,304	0	0
225.00	CAT 308E2 MINI EXCAVATOR	06-01-2020	7-MACRS	7-MACRS	71,211	71,211	49,955	6,359	0	71,211	48,955	6,359	0	0
226.00	CAT CB54 CD50C170	07-01-2020	7-MACRS	7-MACRS	28,457	28,457	19,567	2,541	0	28,457	19,567	2,541	0	0
227.00	TRAILER	01-30-2020	7-MACRS	7-MACRS	1,000	1,000	688	89	0	1,000	688	89	0	0
228.00	EQUIPMENT	06-18-2020	7-MACRS	7-MACRS	2,500	2,500	1,718	223	0	2,500	1,718	223	0	0
229.00	PURPLE WAVE ROSCO BROOM	10-05-2020	7-MACRS	7-MACRS	6,684	6,684	4,596	597	0	6,684	4,596	597	0	0
230.00	PAC VAN	11-03-2020	7-MACRS	7-MACRS	17,351	17,351	11,930	1,540	0	17,351	11,930	1,540	0	0
231.00	2021 CHEVY SILVERADO-MATTS	05-05-2021	5-MACRS	5-MACRS	64,508	64,508	45,931	7,431	0	64,508	45,931	7,431	0	0
232.00	2021 CHEVY SILVERADO LUKES	10-05-2021	5-MACRS	5-MACRS	45,985	45,985	32,741	5,297	0	45,985	32,741	5,297	0	0
233.00	2015 BOMAG MILLING MACHINE	06-01-2021	7-MACRS	7-MACRS	170,266	170,266	95,809	21,266	0	170,266	95,809	21,266	0	0
234.00	2016 CATERPILLAR CBS4B	06-30-2021	7-MACRS	7-MACRS	52,000	52,000	29,261	6,495	0	52,000	29,261	6,495	0	0
235.00	8.19 ACRES NESTLE ROAD PIT #3	04-16-2021	Non Depr Asset	Non Depr Asset	41,592	41,592	0	0	0	41,592	0	0	0	0
236.00	2017 COACHMEN	10-21-2021	7-MACRS	7-MACRS	68,897	68,897	38,768	8,605	0	68,897	38,768	8,605	0	0
237.00	HEAT & AIR UNIT	09-10-2021	7-MACRS	7-MACRS	9,976	9,976	5,614	1,246	0	9,976	5,614	1,246	0	0
238.00	OFFICE FURNITURE	11-15-2021	5-MACRS	5-MACRS	10,004	10,004	7,123	1,152	0	10,004	7,123	1,152	0	0
239.00	SHOP DOOR	12-09-2021	7-MACRS	7-MACRS	1,500	1,500	843	187	0	1,500	843	187	0	0
240.00	SHOP IMPROVEMENTS	06-30-2021	7-MACRS	7-MACRS	30,146	30,146	16,964	3,765	0	30,146	16,964	3,765	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	F.C.D. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St Basis	St Prior	S' Depr	F' Prior	State
241.00	TRAILER GOODRUM	03-09-2021	7-MACRS	7-MACRS	2,900	2,200	1,631	362	0	2,900	1,631	362	0	0
242.00	SKIDSTEER HAMMER	03-12-2021	7-MACRS	7-MACRS	3,132	3,132	1,763	391	0	3,132	1,763	391	0	0
243.00	CONCRETE EQUIPMENT	04-19-2021	7-MACRS	7-MACRS	4,919	4,910	2,763	613	0	4,910	2,763	613	0	0
244.00	2 JOB TRAILERS	10-19-2021	7-MACRS	7-MACRS	1,900	1,900	1,069	237	0	1,900	1,069	237	0	0
245.00	2021 CAT 259D3 LOADER	08-06-2021	7-MACRS	7-MACRS	61,106	61,106	34,356	7,632	0	61,106	34,356	7,632	0	0
246.00	2021 259D3 LOADER	08-05-2021	7-MACRS	7-MACRS	57,382	57,382	32,289	7,167	0	57,382	32,289	7,167	0	0
247.00	JD Z425 MOWER	03-01-2021	7-MACRS	7-MACRS	2,924	2,924	1,545	365	0	2,924	1,545	365	0	0
248.00	2001 KENWORTH	01-18-2022	7-MACRS	7-MACRS	16,418	16,418	6,367	2,872	0	16,418	6,367	2,872	0	0
249.00	2013 KENWORTH DUMP TRUCK	07-12-2022	5-MACRS	5-MACRS	191,070	191,070	99,356	36,685	0	191,070	99,356	36,685	0	0
250.00	2022 YUKON	08-30-2022	5-MACRS	5-MACRS	69,880	69,880	36,338	13,417	0	69,880	36,338	13,417	0	0
251.00	2022 CHEVY SILVERADO	02-24-2022	5-MACRS	5-MACRS	58,399	58,399	30,368	11,213	0	58,399	30,368	11,213	0	0
252.00	2020 CAT SKIDSTEER	06-08-2022	7-MACRS	7-MACRS	123,663	123,663	5,298	2,390	0	123,663	5,298	2,390	110,000	0
253.00	SMALL WHEEL LOADER	12-27-2023	7-MACRS	7-MACRS	135,703	135,703	13,392	33,234	0	135,703	19,392	33,234	0	0
254.00	DISCO DOZER	10-03-2023	7-MACRS	7-MACRS	118,000	118,000	16,862	28,898	0	118,000	16,862	28,898	0	0
255.00	INLT 4300 WATER TRUCK	08-02-2023	7-MACRS	7-MACRS	37,500	37,500	5,359	9,164	0	37,500	5,359	9,164	0	0
256.00	2019 CAT ROLLER	03-02-2023	7-MACRS	7-MACRS	53,750	53,750	7,681	13,163	0	53,750	7,681	13,163	0	0
257.00	2023 CAT 305-07CR EXCAVATOR	06-16-2023	7-MACRS	7-MACRS	96,730	96,730	13,823	23,689	0	96,730	13,823	23,689	0	0
258.00	2017 DODGE 2500	07-21-2023	5-MACRS	5-MACRS	25,150	25,150	5,030	8,048	0	25,150	5,030	8,048	0	0
259.00	2024 GMC HD	04-18-2023	5-MACRS	5-MACRS	48,378	48,378	9,676	15,481	0	48,378	9,676	15,481	0	0
260.00	2016 GMC 2500	05-04-2023	5-MACRS	5-MACRS	29,650	29,650	5,930	9,486	0	29,650	5,930	9,486	0	0
261.00	2017 DODGE RAM 2500	07-21-2023	5-MACRS	5-MACRS	25,150	0	0	0	0	0	0	0	25,150	0
262.00	2024 GMC HD	04-18-2023	5-MACRS	5-MACRS	51,804	0	0	0	0	0	0	0	51,804	0
263.00	2016 GMC 2500	05-04-2023	5-MACRS	5-MACRS	31,861	0	0	0	0	0	0	0	31,861	0
264.00	2004 WITZ 48 TRAILER	11-20-2023	7-MACRS	7-MACRS	35,000	0	0	0	0	0	0	0	35,000	0
265.00	SURETY LASER	12-01-2023	7-MACRS	7-MACRS	1,500	0	0	0	0	0	0	0	1,500	0
266.00	GENERATOR	12-06-2023	7-MACRS	7-MACRS	1,100	0	0	0	0	0	0	0	1,100	0

Asset No.	Asset Description	Date in Service	Fed Method	State Method	Cost	Fed Basis	Fed Prior	Fed Depr	State Allow	St Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
267.00	2020 CAT WHEEL LOADER	12-27-2023	7-MACRS	7-MACRS	135,703	0	0	0	0	0	0	0	135,703	0
269.00	TH 3W EQUIPMENT	12-29-2023	7-MACRS	7-MACRS	170,395	0	0	0	0	0	0	0	170,395	0
269.00	2023 CAT 306-076R EXCAVATOR	06-16-2023	7-MACRS	7-MACRS	97,080	0	0	0	0	0	0	0	97,080	0
270.00	INTL 4300 WATER TRUCK	08-02-2023	7-MACRS	7-MACRS	37,500	0	0	0	0	0	0	0	37,500	0
271.00	2019 CAT ROLLER	08-02-2023	7-MACRS	7-MACRS	54,016	0	0	0	0	0	0	0	54,016	0
272.00	2023 CAT DSKXL DOZER	10-03-2023	7-MACRS	7-MACRS	127,200	0	0	0	0	0	0	0	127,200	0
237	Totals				6,472,192	7,195,971	4,430,567	341,879	0	7,256,332	4,587,176	348,385	1,223,896	0

D = Disposed  
Q = Quarter Worksheet





## ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

### PROGRAM MANAGEMENT DIVISION

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2262 | Fax: 501.569.2623

Please provide the name and email address and phone number of a primary and a secondary point of contact for your company for each category below and return with your Prequalification Questionnaire.

Company Name Michelle's Excavating, Inc.

#### Pre-Qualification Questionnaire

Primary contact name / email address Michelle Rushing michelles8893@gmail.com

Secondary contact name / email address Luke Rushing lushing0306@gmail.com

Phone 1 870-239-4913 Phone 2 (optional) \_\_\_\_\_

#### Invoices (Bidding/Plans/Proposal Documents)

Primary contact name / email address SAME as above " "

Secondary contact name / email address \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 (optional) \_\_\_\_\_

#### Addenda

Primary contact name / email address same " "

Secondary contact name / email address \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 (optional) \_\_\_\_\_

#### Bid Preparation (Bid Express, Proposal Holders List)

Primary contact name / email address same " "

Secondary contact name / email address \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 (optional) \_\_\_\_\_

#### Liquidated Damages

Primary contact name / email address same " "

Secondary contact name / email address \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 (optional) \_\_\_\_\_

#### Contracts (Doc Express)

Primary contact name / email address same " "

Secondary contact name / email address \_\_\_\_\_

Phone 1 \_\_\_\_\_ Phone 2 (optional) \_\_\_\_\_

Note: Please notify our office as soon as possible if your contact information changes.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Michelle's Excavating Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_  
☐ Other (see instructions) \_\_\_\_\_

☐ Exempt payee

Address (number, street, and apt. or suite no.)

**10134 Highway 49 B**  
City, state, and ZIP code  
**Brookland AR 72417**

Requester's name and address (optional)

List account number(s) here (optional)

## Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Employer identification number

**71-0787443**

## Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person

**Michelle's Excavating Inc. Jan. 3 2025**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Michelle's Excavating, Inc.  
(a Corporation organized and existing under the laws of the State of Arkansas)  
Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

**WITNESSETH:**

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

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Abilities Unlimited of Jonesboro Alleyway Improvements, 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 thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

	_____
	(Contractor)
_____	By _____
_____	Title _____
	_____
	(Street)
	_____
	(City)
	_____
	City of Jonesboro
	(Owner)
_____	By _____
_____	_____
_____	

### **VIII. ARKANSAS PERFORMANCE-PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and  
made a part hereof, hereinafter referred to as the Contract, for the Abilities Unlimited of Jonesboro  
Alleyway Improvements.

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

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

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



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

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

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

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

By \_\_\_\_\_

(Attorney-in-Fact)

NOTES:

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

## **IX. GENERAL CONDITIONS**

### **TABLE OF CONTENTS**

GC.1	DEFINITIONS
GC.2	SUPERINTENDENCE BY CONTRACTORS
GC.3	CONTRACTOR'S EMPLOYEES
GC.4	SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5	SUBCONTRACTS
GC.6	OTHER CONTRACTS
GC.7	CONTRACTORS INSURANCE
GC.8	OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE
GC.9	FITTING AND COORDINATION OF THE WORK
GC.10	MUTUAL RESPONSIBILITY OF CONTRACTORS
GC.11	PAYMENT TO CONTRACTOR
GC.12	USE OF COMPLETED PORTIONS
GC.13	CHANGES IN THE WORK
GC.14	CLAIMS FOR EXTRA COST
GC.15	OWNER'S RIGHT TO TERMINATE CONTRACT
GC.16	SUSPENSION OF WORK
GC.17	DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.18	DISPUTES
GC.19	ASSIGNMENT OR NOVATION
GC.20	TECHNICAL SPECIFICATIONS AND DRAWINGS
GC.21	SHOP DRAWINGS
GC.23	REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.23	REFERENCE TO MANUFACTURER OR TRADE NAME-"OR EQUAL CLAUSE"
GC.24	SAMPLES, CERTIFICATES AND TESTS
GC.25	PERMITS AND CODES
GC.26	CARE OF THE WORK
GC.27	QUALITY OF WORK AND PROPERTY
GC.28	ACCIDENT PREVENTION
GC.29	SANITARY FACILITIES
GC.30	USE OF PREMISES
GC.31	REMOVAL OF DEBRIS, CLEANING, ETC.
GC.32	RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY
GC.33	OBSERVATION OF THE WORK
GC.34	REVIEW BY LOCAL PUBLIC AGENCY OR OWNER
GC.35	PROHIBITED INTERESTS
GC.36	FINAL INSPECTION
GC.37	PATENTS
GC.38	WARRANTY OF TITLE
GC.39	GENERAL GUARANTY

## **GC.1      DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

authorized to undertake this Contract.

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

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

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

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

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

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

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

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

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

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

### **GC.3      CONTRACTOR'S EMPLOYEES**

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

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

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

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

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

### **GC.5      SUBCONTRACTS**

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

### **GC.6      OTHER CONTRACTS**

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

### **GC.7      CONTRACTOR'S INSURANCE**

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

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

(3) Public Liability (Bodily Injury) and Property Damage	- \$1,000,000/occurrence - \$2,000,000/aggregate
---	---

(4) Builder's Risk	- Insurable Portion
--------------------	---------------------

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

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

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

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

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

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

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

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

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

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

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



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

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

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment. Weekly Certified Payroll shall be provided by the Contractor to the Grants and Community Development Department on a weekly basis. Weekly Certified Payroll must be submitted before payments are made.

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.

<b>PAYMENT TO CONTRACTORS</b> <b>2025 SCHEDULE - CONTRACTED PROJECTS</b>	
<b>Deadline for Invoice Submittal to Engineering</b>	<b>City of Jonesboro Payment Schedule</b>
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.23      REQUESTS FOR SUPPLEMENTARY INFORMATION**

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

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

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

as the Owner may require which shall be furnished at Contractor's expense.

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

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

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

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

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by

the Engineer;

- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

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

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

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

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

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

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

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in



whole or in part by payments made by the Local Public Agency.

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

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

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

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

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

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

or designs, the above provisions shall apply to such drawings or designs.

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

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

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

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

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved

source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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

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

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

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

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

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

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

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

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

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer

or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

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

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

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

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

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

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

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the

Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

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

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

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

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

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

#### **GC.36 FINAL INSPECTION**

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

### **GC.37 PATENTS**

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

### **GC.38 WARRANTY OF TITLE**

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

### **GC.39 GENERAL GUARANTY**

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



## **X. SUPPLEMENTAL GENERAL CONDITIONS**

### **TABLE OF CONTENTS**

SGC.1	PROGRESS SCHEDULE
SGC.2	DRAWINGS
SGC.3	ADDITIONAL INSURANCE
SGC.4	RECORD DRAWINGS
SGC.5	TRENCH AND EXCAVATION SAFETY SYSTEMS
SGC.6	MINIMUM WAGES

## **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)**

Intentionally Left Blank

## **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.6      MINIMUM WAGES**

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

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

The Contractor shall comply with all applicable wage provisions of the Davis Bacon Act including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the United States Department of Labor. Such determination covering rates for regular hours, fringe benefits, and rates for holidays and overtime are listed on the following page.
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates and worker rights as determined by the United States Department of labor.
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the United States Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

- (5) Contractor shall provide schedule of working hours to Grants and Community Development Department to allow for department representatives to conduct Davis-Bacon interviews of workers to ensure correct wage determinations are being paid to workers.

Wage rates as established by the United States Department of Labor are minimums for wage payments under this Contract.

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

"General Decision Number: AR20250060 01/03/2025

Superseded General Decision Number: AR20240060

State: Arkansas

Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date  
0                      01/03/2025

ELEC0295-008 01/01/2023

	Rates	Fringes
ELECTRICIAN		
Electrical contracts over \$1,500,000.....	\$ 34.02	15.00
Electrical contracts under \$1,500,000.....	\$ 27.80	14.69
-----		
SUAR2015-057 01/09/2017		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.89	3.27
CEMENT MASON/CONCRETE FINISHER...	\$ 16.36 **	0.00
LABORER: Common or General.....	\$ 12.19 **	1.13
LABORER: Pipelayer.....	\$ 14.16 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.09 **	0.00
OPERATOR: Bulldozer.....	\$ 16.32 **	1.65
OPERATOR: Crane.....	\$ 24.21	6.79
OPERATOR: Loader.....	\$ 15.43 **	0.00
PAINTER (Brush and Roller).....	\$ 18.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.13 **	1.90
-----		

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

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the



minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

-----

## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"

## **XI. SPECIAL CONDITIONS**

### TABLE OF CONTENTS

SC.1	GENERAL
SC.2	LOCATION OF PROJECT
SC.3	SCOPE OF WORK
SC.4	TIME ALLOTTED FOR COMPLETION
SC.5	FORMS, PLANS, AND SPECIFICATIONS
SC.6	LIQUIDATED DAMAGES FOR DELAY
SC.7	KNOWLEDGE OF CONDITIONS
SC.8	PERMITS AND RIGHTS-OF-WAY
SC.9	REFERENCE SPECIFICATIONS
SC.10	PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED
SC.11	USED MATERIALS
SC.12	EXISTING STRUCTURES
SC.13	USE OF EXPLOSIVES
SC.14	BARRICADES, LIGHTS, AND WATCHMEN
SC.15	FENCES AND DRAINAGE CHANNELS
SC.16	WATER FOR CONSTRUCTION
SC.17	MATERIAL STORAGE
SC.18	EXISTING UTILITIES AND SERVICE LINES
SC.19	TESTING, INSPECTION AND CONTROL
SC.20	BOND
SC.21	LIGHT AND POWER
SC.23	LINES AND GRADES
SC.23	LEGAL HOLIDAYS
SC.24	SEQUENCE OF CONSTRUCTION
SC.25	TEST BORINGS
SC.26	TEMPORARY FIELD OFFICE
SC.27	RELEASE AND CONTRACTOR'S AFFIDAVIT
SC.28	MAINTENANCE BOND

## **SC.1        GENERAL**

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

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

The project is located in the alleyway between Walnut Street and Vine Street north of West Matthews Avenue. A map showing the general location is included in the plan sets.

## **SC.3        SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to perform all work required to make necessary patches and overlay to an existing alleyway.

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

The time allotted for completion of the work shall be thirty (30) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

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

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

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

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

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

extensions may be granted under other stated conditions:

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

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

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



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

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

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

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

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

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

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

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

## **SC.9 REFERENCE SPECIFICATIONS**

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

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

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

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

## **SC.11 USED MATERIALS**

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

## **SC.12 EXISTING STRUCTURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SC.17      MATERIAL STORAGE**

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

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

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

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

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

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

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

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

#### **SC.20 BOND**

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

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

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

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

## **SC.23 LINES AND GRADES**

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

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

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

## **SC.23 LEGAL HOLIDAYS**

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

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

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

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

#### **SC.25 TEST BORINGS**

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

#### **SC.26 TEMPORARY FIELD OFFICE**

Not required for this project.

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

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

#### **SC.28 MAINTENANCE BOND**

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

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

**RELEASE**

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

TO: City of Jonesboro

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

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

Abilities Unlimited of Jonesboro Alleyway Improvements  
project.

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

\_\_\_\_\_  
Title

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

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

My Commission Expires:

\_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT**

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

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

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

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

Abilities Unlimited of Jonesboro Alleyway Improvements

have been fully satisfied.

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

\_\_\_\_\_  
Title

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

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

My Commission Expires:

\_\_\_\_\_

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

Dated \_\_\_\_\_

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

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

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

\_\_\_\_\_  
Principal

ATTEST:

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

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Surety

ATTEST:

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

\_\_\_\_\_  
Attorney in Fact

**XII. TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

**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)
------	--

## **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.

**XIII. ANTI-COLLUSION AFFIDAVIT AND SUSPENSION AND DEBARMENT CERTIFICATION**

TABLE OF CONTENTS

ANTI-COLLUSION AFFIDAVIT  
SUSPENSION AND DEBARMENT CERTIFICATION

### Suspension and Debarment

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

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

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

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

Michelle's Excavating Inc.  
(Name of Bidder/Proposer)

Michelle Rushing  
(Printed Name of Bidder's Agent)

Michelle Rushing  
(Signature of Bidder's Agent)

President  
(Printed Title of Bidder's Agent)

August 5, 2025  
(Date Executed)



# ANTI-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 5 day of August, 2025

Michelle's Excavating Inc  
(Name of Organization)

Michelle Rushing President  
(Title of Person Signing)

Michelle Rushing, Pres  
(Signature)

## ACKNOWLEDGEMENT

STATE OF Arkansas )

) ss

COUNTY OF Craighead )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 5<sup>th</sup> day of August, 2025.

Jordan K. Rushing  
Notary Public Signature

My Commission Expires: 6-25-2035

