



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, May 3, 2022

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-22:030](#)

Minutes for the Public Works Committee meeting on April 5, 2022

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-22:076](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CONSTRUCTION NETWORK, INC. FOR THE JONESBORO SHOOTING SPORTS COMPLEX PHASE IIA - STORAGE BUILDING (2022:20)

Sponsors: Engineering and Parks & Recreation

Attachments: [Certified Bid Tab 04.21.22](#)

[Agreement - Phase IIA - Storage Building](#)

[RES-22:077](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE AMERICAN RESCUE PLAN FUNDS TO FUND DRAINAGE IMPROVEMENTS

Sponsors: Engineering and Finance

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-22:030

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

Minutes for the Public Works Committee meeting on April 5, 2022



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, April 5, 2022

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Mayor Harold Copenhaver was in attendance

Present 6 - Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

3. Approval of minutes

[MIN-22:019](#)

Minutes for the Public Works Committee meeting on March 1, 2022

Attachments: [Minutes](#)

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

Aye: 5 - Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-22:014](#)

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

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

Aye: 5 - Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

RESOLUTIONS TO BE INTRODUCED

[RES-22:051](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 902 CREATH AVENUE FOR THE PURPOSE OF THE

CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 902 Creath Avenue](#)

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-22:056](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A SECOND AMENDMENT TO INDUSTRIAL TRACK AGREEMENT

Sponsors: Engineering

Attachments: [Exhibit A - ITA - City of Jonesboro - Jonesboro \(Nettleton\), AR - \(82979\) Rev. ML REV 2022-02-17 City of Jonesboro AR - Amend to BF27696 -Updtd 03-](#)

Chairman John Street said, "Craig, would you mind to step up and explain this briefly?" Engineering Department Director Craig Light approached the podium, "We need to amend our agreement with BNSF for industrial rail track since we've added the rail yard, also Delta Peanut has added some additional track. BNSF wasn't authorized to operate on those tracks so this amendment gives them that authorization to go into the rail yard area and to use that additional track by Delta Peanut."

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-22:057](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1003 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1003 Creath Avenue](#)

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-22:065](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL RAIL YARD EXPANSION PROJECT - SECTION I SUBGRADE WORK (2022:10)

Sponsors: Engineering

Attachments: [Certified Bid Tab](#)
[Contract - CTP Rail Yard Expansion - Section I](#)

Chairman John Street said, "If you look at the tab, Meadows was at \$315,965.00. There were eight bids, one was rejected, but they went from \$315,965.00 with Meadows the one awarded to a high of \$608,287.50 by Polivka International. That's a pretty good difference between the bids." Councilmember Chris Moore said, "Craig is that part of where they're going to construct an access out there, where we've talked about once before, they were going to have some kind of culvert? What exactly is Meadows doing out there?" Engineering Department Director Craig Light approached the podium, "This contract is to add additional dirt work for four additional tracks that will go adjacent to the two double ended tracks that we've constructed under a previous contract. Richard Baughn was the dirt work contractor on the previous contract and Trac-Work was the rail contractor for the rail placement. We done dirt work for those original tracks and that original sighting and this is a second grant that we received to add four additional sightings." Councilmember Chris Moore said, "Are they going to construct the rail bed?" Craig said, "Yes, and this is just west of Nestle Road, the location of the rail yard."

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-22:066](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL RAIL YARD EXPANSION PROJECT - SECTION II TRACK CONSTRUCTION (2022:10)

Sponsors: Engineering

Attachments: [Certified Bid Tab 2](#)
[Contract - CTP Rail Yard Expansion - Section II](#)

Chairman John Street said, "Their low bid was \$1,493,687.20 for section two, their deductive alternate was \$200,090.76 for a total of \$1,693,777.96. The high bid was American Services \$2,153,325.50 with a \$230,000.00 deductive alternate for a total of \$2,383,325.50. Again, a pretty good range of bids on that. This is for the track construction." Councilmember Chris Moore said, "This will be the track for the rail bed that we just approved?" Engineering Department Director Craig Light approached the podium, "Yes that is correct. The BNSF agreement covers this new track so we don't have to come back in six months and do a new amendment. We went ahead and added that into their agreement to allow operations on these new tracks." Councilmember Chris Moore said, "Is that the resolution that's coming next?" Craig said, "That was the resolution that was before this, with BNSF. This last agreement that is coming up is with Patriot Rail."

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-22:067](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A RAILROAD LICENSE AND OPERATING AGREEMENT WITH NEW PATRIOT ENTITY, LLC. (NPE)

Sponsors: Engineering

Attachments: [Jonesboro - NPE Draft Railroad License and Operating Agreement - 11-17-2 Railraod Licensing Agreement](#)

Mayor Harold Copenhaver said, "Mr. Chair, if it's alright I want to make a few comments. The reason this is being brought forward, through the process over the last eight to nine months, Craig and the Chamber of Commerce, Mark Young is here as well, it has been documented the expense that the city incurs from rail. Honestly, that is not our specialty. Our fees are \$150,000.00 a year and then any breakage that occurs on that as well and man power, we're looking at an additional \$50,000.00 on that. So what could we do to provide additional service, optional services, for all of our industrial partners in the Industrial Park? In this, we are bringing forward to you tonight, Patriot Rail, they have done in-depth analysis with all of our industrial partners, many of which said they would be here at City Council meeting if this were to move forward, in their support of this. This provides them options. They don't have to choose but what it also does is eliminate some of the exposure from the city on a financial way and a liability way. Patriot Rail is here this evening and they are going to make a short presentation and please ask any questions that you might have. We have gone through it thoroughly with the Chamber as well. Mark is here and he can contest to that."

James Kornas, Vice President of Commercial Development, Mergers and Acquisitions at Patriot Rail, headquarters located out of Jacksonville Florida approached the podium, "We have several short line railroads across the United States where we do a similar function to what we're offering here. I just want to walk you through a short set of bullets that outline the key points of the proposal. What we're offering at Patriot Rail for the users are really tailored to users' choice for each rail user. It focuses on safety, consistency, frequency and commitment to growth. Right now with the BNSF, rail users' within the park are receiving one and two day service. With Patriot Rail, we're offering those same rail users' five day a week service, could be nights and it could be days. I think there are a couple key items that need to be mentioned in terms of our proposal overall, Mayor Copenhaver touched on a few of them. The savings to the city, I think is important, if you noted Mayor Copenhaver mentioned the \$150,000.00 in material expense over a year. We at Patriot Rail are offering to absorb that expense and handle all the rail maintenance that's needed to be done on a yearly bases inside the park, also there's a labor component, the city uses its own resources for the repairs within the park, we're offering to use our own maintenance personnel to handle that. I think it's important to emphasize that we will prorate these savings based on rail users that choose Patriot Rail over BNSF, so we will look at car volume as a whole. There are seven rail users at the park currently, if you think about 10,000 rail cars, if BNSF handles 5,000 and Patriot Rail handles 5,000, that's a 50/50 split of expenses. In addition to that we are going to tie a service commitment to this proposal, whereas, we're going to have a strategic rail plan for each rail user in the park and failure to meet the obligations that are outlined within that proposal the contract can be terminated. I want to take a moment and talk about commitment to partnership because that's what we believe a partnership needs to look like with the City of Jonesboro. We're offering a 5% revenue share with the City of Jonesboro in the initial 10 year contract. That escalates half a percent year after year for years 11-14, it then caps at 7.5% and remains flat in years 15-20. What the idea here is, the funds that would be driven off the revenue from the park can go into a fund that could help with organic and inorganic rail growth there and bring new users inside the park. The last piece that I think is important when talking about partnerships, we've got a vested interest with the city to grow. One option that we think is going to be very useful for growth is utilizing our resources from a personnel standpoint to attract state and federal grants that can be partnered with the city to help ensure that there's

additional rail opportunities for new and existing rail users.”

Councilmember Chris Moore said, “I have a question for Carol because I’m a simple person. Are we basically talking about giving exclusive use of our property and right-of-way in exchange for a 5% agreement? Will he have exclusive rights to the rail yard?” Mayor Harold Copenhaver said, “BNSF will also have the same rights. Basically it is competitiveness on this and should the users choose then the budgetary end to that, our \$150,000.00 would go down. It’s the choice of the industry. We’re not taking anything away.” Councilmember Chris Moore said, “So basically another rail company could come and make an offer to the city and not infringe upon this agreement?” Mayor Harold Copenhaver said, “No, we had multiple companies that we evaluated before this offer.” Engineering Department Director Craig Light approached the podium, “We looked at a couple different options and one that we met with was a group out of Missouri, they weren’t really looking at partnering with us. We’ve got some expansion ideas for the Industrial Park for the future and we felt like the Patriot Rail was going to be really good partners for that future growth. In that agreement, it’s not an operational rights on the track, Patriot will be the coordinator of the facility. They will be the operator of record so BNSF will have to adjust their schedule to coordinate with Patriot when they’re out there. Right now the operator of the facility is the City of Jonesboro and you wouldn’t believe how many calls we get. It’s becoming a full time job operating the rail facility.” Councilmember Chris Moore said, “I just wanted to make sure we weren’t backing our industries into one shot and they would at least have another option.” Craig said, “Right now it’s either going to be use Patriot or BNSF. If things with Patriot didn’t work out we could look at another entity.” City Attorney Carol Duncan said, “Am I correct, currently all they have is BNSF?” Mayor Copenhaver said, “That is correct. This gives them another option.”

Mark Young with the Chamber of Commerce approached the podium, “I think this adds an opportunity for us and adds a service provider. I think long term, one of the things that Craig and the Mayor and I have talked about too is liability factor for the city, the continued cost increase of maintenance and the opportunity to partner with someone that is a full time railroad entity. I think this is an opportunity for us looking forward to grow the opportunities for our industries.”

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:076

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CONSTRUCTION NETWORK, INC. FOR THE JONESBORO SHOOTING SPORTS COMPLEX PHASE IIA - STORAGE BUILDING (2022:20)

WHEREAS, the City of Jonesboro desires to enter into a contract for the Jonesboro Shooting Sports Complex Phase IIA - Storage Building construction; and

WHEREAS, the low bidder and the firm selected for the Jonesboro Shooting Sports Complex Phase IIA - Storage Building project is Construction Network, Inc.; and

WHEREAS, funding for the execution of the contract shall come from the Capital Improvement budget and compensation shall be paid in accordance with the contract.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Construction Network, Inc. for the Jonesboro Shooting Sports Complex Phase IIA - Storage Building construction.

Section 2. That funding for the execution of the contract shall come from the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Bid Opening

BID TAB

Date: Thursday, April 21, 2022 @ 2:00 p.m.
Project: Jonesboro Shooting Sports Complex
 Phase IIA - Shooting Complex Storage
 Jonesboro, Arkansas

Contractor Name	Bid Security	Add Rc'vd	Base Bid	Unit Costs	Completion Time	Subcontractors
Bailey Contractors, Inc. 2307 Congress Cove Jonesboro, AR 72401 Lic: 0180240423						NO BID
Clark General Contractors 433 NW Front St. Walnut Ridge, AR 72476 Lic: 0029000423	5%	1. YES	\$ 1,415,960.00	Undercut \$17	300 Days	Mechanical: RGB Lic: 0009621222 Plumbing: Milverton Plumbing Lic: 0124470322 Electrical: Smith Electric Lic: 0206780323 Roofing & Sheet Metal: Architectural Roofing Lic: 0325810222
Construction Network, Inc. 6009 Dalton Farmer Dr. Jonesboro, AR 72404 Lic: 0038750722	5%	1. YES	\$ 1,378,000.00	Undercut \$16.50	300 Days	Mechanical: RGB Lic: 0009621222 Plumbing: B&B Plumbing Lic: 0144320422 Electrical: Stewart Electric Lic: 0018820422 Roofing & Sheet Metal: Construction Network, Inc. Lic: 0038750722
Dennis Allen Construction Co. 900 N. Lockard St. Blytheville, AR 72315 Lic: 0019970422	5%	1. YES	\$ 1,675,215.00	Undercut \$30	300 Days	Mechanical: Dixie Contractors Lic: 038940622 Plumbing: Dixie Contractors Lic: 038940622 Electrical: Martinez Electric Lic: 0349500323 Roofing & Sheet Metal: Dennis Allen Construction Lic: 0019970422
Olympus Construction, Inc. 2506 W. Washington Ave. Jonesboro, AR 72401 Lic: 0013400123	5%	1. YES	\$ 1,384,000.00	Undercut \$16.50	300 Days	Mechanical: Dixie Contractors Lic: 038940622 Plumbing: PF Plumbing Lic: 0219920522 Electrical: Martinez Electric Lic: 0349500323 Roofing & Sheet Metal: Olympus Construction Lic: 0013400123

Date: Thursday, April 21, 2022 @ 2:00 p.m.
Project: Jonesboro Shooting Sports Complex
 Phase IIA - Shooting Complex Storage
 Jonesboro, Arkansas

BID TAB

Contractor Name	Bid Security	Add Rc'vd	Base Bid	Unit Costs	Completion Time	Subcontractors
Wagner General Contractors, Inc. 600 W. Race Ave. Searcy, AR 72143 Lic: 0165491022	5%	1. YES	\$ 1,382,000.00	Undercut \$28	300 Days	Mechanical: Dixie Contractors Lic: 038940622 Plumbing: Dixie Contractors Lic: 038940622 Electrical: Martinez Electric Lic: 0349500323 Roofing & Sheet Metal: Mid South Construction Services Lic: 0421270622



21 April 2022

 Kyle Cook, AIA



AIA® Document A101® – 2017

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

AGREEMENT made as of the **26** day of **April** in the year **2022**
(In words, indicate day, month and year.)

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

City of Jonesboro
300 South Church
Jonesboro, AR 72401

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

Construction Network, Inc.
6009 Dalton Farmer Drive
Jonesboro, AR 72404

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

Jonesboro Shooting Sports Complex
Phase IIA – Shooting Complex Storage
Jonesboro, Arkansas

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

Brackett-Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

Date of commencement to be the date of the "Notice to Proceed".

§ 3.3 Substantial Completion

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

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

Init.

/

Not later than **Three Hundred Days (300)** calendar days from the "Notice to Proceed".

By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Three Hundred Seventy Eight Thousand Dollars and 00/100 (\$ 1,378,000.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

Section 01 2100 – CWL Tap Fee

\$1,000.00

Section 31 2323 – Cut & Fill (Soils Undercut)

1,650 Cubic Yards @ \$16.50 = \$27,225.00

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

Soils Undercut

\$16.50 per cubic yard

§ 4.5 Liquidated damages, if any:

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

\$200.00 (Two Hundred and 00/100 Dollars) for liquidated damages will be assessed to the Contractor for liquidated damages for each calendar day that the Contractor is in default after the time stipulated in the contract documents.

§ 4.6 Other:

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User Notes:

(946557237)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

Init.

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User Notes:

(946557237)

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, Building Permit, and Fees

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

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

§ 5.2 Final Payment

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

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

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

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

N/A

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Craig Light
Engineering Director – City of Jonesboro
300 South Church St.
Jonesboro, AR 72401
(870) 932-2438

§ 8.3 The Contractor’s representative:

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

Casey Caples
Construction Network, Inc.
6009 Dalton Farmer Drive
Jonesboro, AR 72401
(870) 930-7853

Init.

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings: **Entitled "Jonesboro Shooting Sports Complex, Storage and Maintenance Bldg., Phase IIA, Jonesboro, Arkansas"; and bearing the Architect's commission number 12015-IIA. See attached Exhibit "A".**

Number	Title	Date
--------	-------	------

- .6 Specifications: **Entitled "Jonesboro Shooting Sports Complex, Phase IIA – Shooting Complex Storage, Jonesboro, Arkansas"; and bearing the Architect's commission number 12015-IIA. See attached Exhibit "B".**

Section	Title	Date	Pages
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- .7 Addenda, if any: **Entitled "Jonesboro Shooting Sports Complex, Phase IIA – Shooting Complex Storage, Jonesboro, Arkansas"; and bearing the Architect's commission number 12015-IIA. See attached Exhibit "C".**

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

Init.

/

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

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

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

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

- 1. Exhibit "A" – Enumeration of the Contract Documents – Drawings**
- 2. Exhibit "B" – Enumeration of the Contract Documents – Specifications**
- 3. Exhibit "C" – Enumeration of the Contract Documents – Addenda**
- 4. Advertisement for Bids**
- 5. Contractor’s Bid and Bid Bond**
- 6. Certified Bid Tabulation**
- 7. Certificate(s) of Insurance**
- 8. Payment and Performance Bonds (filed/recorded in Craighead County)**
- 9. Contractor’s Affidavit of Payment of Debts and Claims (required at close-out)**
- 10. Contractor’s Release of Liens (required at close-out)**
- 11. Consent of Surety to Final Payment (required at close-out)**

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

OWNER (Signature)

Harold Copenhaver, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Casey Caples, Secretary
(Printed name and title)



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:077

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE AMERICAN RESCUE PLAN FUNDS TO FUND DRAINAGE IMPROVEMENTS

WHEREAS, the annual Miscellaneous Drainage bids have been opened; and

WHEREAS, the City of Jonesboro desires to issue work orders for various drainage projects; and

WHEREAS, based off current guidelines, this expenditure follows qualification standards for American Rescue Plan Act funding.

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

SECTION 1: That the City of Jonesboro approves the allocation of American Rescue Plan Act funds to the following:

Miscellaneous Drainage Projects - \$425,000.00.

SECTION 2: The Mayor and the City Council are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this allocation.