



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, April 6, 2021

5:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

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

### 3. Approval of minutes

[MIN-21:019](#) Minutes for the Public Works Committee meeting on March 2, 2021

Attachments: [Minutes](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-21:058](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE RESPONSIVE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 3

Sponsors: Engineering

Attachments: [Bid Tab](#)  
[Contract Documents - 2021 07](#)

[RES-21:059](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH COOPER MIXON ARCHITECTS, PLLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY MAINTENANCE FACILITY PROJECT (2021:99)

Sponsors: Engineering and Building Maintenance

Attachments: [Agreement - City Maintenance Facility](#)

### 5. Pending Items

[ORD-20:030](#) AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS

Sponsors: Mayor's Office

**Attachments:** [Letter to Council 9.8.20](#)  
[Casteel email 09142020](#)  
[Carlson email 11132020](#)  
[Allen email 11142020](#)  
[Vellozo email 11142020](#)  
[McAvoy email 11152020](#)  
[RWilliams email 11162020](#)  
[Vellozo email 11162020](#)  
[Only email 11162020](#)  
[JWilliams email 11162020](#)  
[Vance email 11172020](#)  
[Nadzam email 11172020](#)  
[Joshi email 11172020](#)  
[Hardy email 11172020](#)  
[Cormier email 11172020](#)  
[Burns email 11172020](#)

**Legislative History**

8/4/20	Public Works Council Committee	Recommended to Council
8/18/20	City Council	Held at one reading
9/1/20	City Council	Held at second reading
9/15/20	City Council	Postponed Temporarily
11/17/20	City Council	Postponed Temporarily
2/2/21	Public Works Council Committee	Postponed Temporarily

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-21:019    **Version:** 1    **Name:** Minutes for the Public Works Committee meeting on March 2, 2021  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 3/3/2021    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on March 2, 2021  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on March 2, 2021



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, March 2, 2021

5:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

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

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

**Absent** 1 - John Street

### 3. Approval of minutes

[MIN-21:009](#)

Minutes for the Public Works Council Committee Meeting on February 2, 2021

**Attachments:** [Public Works Minutes 02022021](#)

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

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

**Absent:** 1 - John Street

### 4. New Business

#### ORDINANCES TO BE INTRODUCED

[ORD-21:010](#)

AN ORDINANCE TO AMEND ORDINANCE 117-2 AND ORDINANCE 117-139 TO DEFINE AND PROVIDE ZONING CLASSIFICATIONS FOR HOMELESS SHELTERS

*Councilmember Chris Moore said, I would like to make one amendment to that. In section 2, I would like to change I-1, Limited to Conditional Use instead of by right and it will match the C-3 by right also. Councilmember Dr. Charles Coleman seconded the motion. All voted aye.*

*Patti Lack, 4108 Forrest Hill Road. I know on the Council meeting that there is some money that is going to be set aside for the homeless shelter tonight. Do these two have any relationship? Do we know a place or are these connected? Councilmember Chris Moore said, Patti, right now what we are considering is just changing the zoning classifications on where one would be allowed. Right now, there has not been a place identified. Ms. Lack said, ok, so the money that we are going to put aside, we are just going to put aside for the right time? Councilmember Chris Moore said, That is correct, it will just be held until we can identify a place. One of Mayor Harold Copenhagen's*

*promises during election was he would move to have a homeless shelter and he is budgeting money this year for that. Ms. Lack said, Ok, so the changes and all that will be shown on Legistar then? Councilmember Chris Moore said, yes. Ms. Lack said, thank you.*

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

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

**Absent:** 1 - John Street

### RESOLUTIONS TO BE INTRODUCED

[RES-21:039](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BRASHER INVESTMENTS, LLLP FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Attachments:** [03.02.2021 Resolution Attachment - RGB Easement](#)

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

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

**Absent:** 1 - John Street

[RES-21:040](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH TCHERNESHOFF CONSULTING, INC. FOR ADA EVALUATION SERVICES AND THE DEVELOPMENT OF A PLAN FOR IMPROVEMENTS AS NEEDED

**Attachments:** [Exhibit B to Jonesboro Contract for year 2021](#)  
[Jonesboro, AR Contract for year 2021](#)

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

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

**Absent:** 1 - John Street

## 5. Pending Items

## 6. Other Business

## 7. Public Comments

## 8. Adjournment

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

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

**Absent:** 1 - John Street



Legislation Details (With Text)

<b>File #:</b>	RES-21:058	<b>Version:</b>	1	<b>Name:</b>	ACCEPT THE RESPONSIVE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 3
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/31/2021	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE RESPONSIVE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 3				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Bid acceptance, Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Bid Tab</a> <a href="#">Contract Documents - 2021 07</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE RESPONSIVE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 3

WHEREAS, the City of Jonesboro has desires to accept the responsive low bid and enter into a contract for the Patrick Street Sidewalk Improvements - Phase 3, and;

WHEREAS, the responsive low bidder and the firm selected for Patrick Street Sidewalk Improvements - Phase 3 is Crabtree & Son, Inc., and;

WHEREAS, funding for the execution of the contract shall come from a Community Development Block Grant (CDBG) and compensation shall be paid in accordance with the contract documents.

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

Section1. That the City of Jonesboro shall accept the responsive low bid and enter into a contract with Crabtree & Son Construction, Inc. for the Patrick Street Sidewalk Improvements - Phase 3.

Section 2. That funding for the execution of the contract shall come from a Community Development Block Grant (CDBG) and compensation shall be paid in accordance with the contract documents.

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



Budgeted Amount

Opened by  
Tabulated by

S A Kent  
T Cooper

Bid #: 2021:07  
Date: 3/24/2021

DIVISIONS/DEPARTEMENT: Engineering	Crabtree & Son Construction, Inc	Hessling Construction	Meadows Contractors	Richard Baughn Construction	Shannon Kee Construction	
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NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
Patrick Sidewalk Imp Phase III												
1	507.00	R&D Curb & Gutter	4.00	\$2,028.00	13.39	\$6,788.73	5.00	\$2,535.00	14.55	\$7,376.85	4.00	\$2,028.00
2	158.00	R&D Concrete Driveways	18.00	\$2,844.00	56.53	\$8,931.74	14.00	\$2,212.00	14.55	\$2,298.90	8.00	\$1,264.00
3	568.00	R&D Walks	18.00	\$10,224.00	27.05	\$15,364.40	9.00	\$5,112.00	15.45	\$8,775.60	8.00	\$4,544.00
4	100.00	Aggregate Base Course (Class 7)	25.00	\$2,500.00	103.76	\$10,376.00	25.00	\$2,500.00	36.25	\$3,625.00	25.00	\$2,500.00
5	250.00	Portland Cement Concrete Driveway	50.60	\$12,650.00	63.96	\$15,990.00	49.50	\$12,375.00	68.95	\$17,237.50	55.00	\$13,750.00
6	1.00	Mobilization	5,000.00	\$5,000.00	5,256.55	\$5,256.55	8,000.00	\$8,000.00	5,350.00	\$5,350.00	7,055.40	\$7,055.40
7	1.00	Maintenance of Traffic	7,500.00	\$7,500.00	2,900.18	\$2,900.18	10,000.00	\$10,000.00	5,650.00	\$5,650.00	7,500.00	\$7,500.00
8	300.00	Signs	20.00	\$6,000.00	22.49	\$6,747.00	20.00	\$6,000.00	17.95	\$5,385.00	25.00	\$7,500.00
9	618.00	Solid Sodding	6.00	\$3,708.00	16.06	\$9,925.08	5.00	\$3,090.00	13.95	\$8,621.10	7.30	\$4,511.40
10	506.00	Concrete Walks	45.00	\$22,770.00	36.44	\$18,438.64	45.00	\$22,770.00	59.95	\$30,334.70	400.00	\$202,400.00
11	91.00	Concrete Walks (Type Special)	207.00	\$18,837.00	290.61	\$26,445.51	243.00	\$22,113.00	76.25	\$6,938.75	450.00	\$40,950.00
12	565.00	Concrete Comb C&G Type A 1'6"	16.00	\$9,040.00	22.29	\$12,593.85	16.00	\$9,040.00	19.90	\$11,243.50	16.50	\$9,322.50
13	20.00	Wheelchair Ramps Type B	140.00	\$2,800.00	315.40	\$6,308.00	145.00	\$2,900.00	63.80	\$1,276.00	175.00	\$3,500.00
14	160.00	Wheelchair Ramps Type C	140.00	\$22,400.00	77.60	\$12,416.00	145.00	\$23,200.00	63.00	\$10,080.00	175.00	\$28,000.00
				\$128,301.00		\$158,481.68		\$131,847.00		\$124,192.90		\$334,825.30
									Rejected - see below			
		TOTAL		128,301.00		\$158,481.68		\$131,847.00		\$124,320.90		\$334,825.30
		Bid signed (Y or N)	Yes		Yes		Yes		Yes		Yes	
		Bid Bond (Y or N)	Yes		Yes		Yes		Yes		Yes	
		Qualification (Y or N)	Yes		Yes		Yes		Yes		Yes	
		Suspension and Debarment (Y or N)	Yes		Yes		Yes		No		Yes	





**Specifications**

**For**

**Patrick Street Sidewalk  
Improvements – Phase 3**

**(Bid #2021:07)**

**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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

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## **I. ADVERTISEMENT FOR BIDS**

Sealed bids for the Patrick Street Sidewalk Improvements – Phase 3 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 March 24, 2021 and then publicly opened and read in the First Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct sidewalks along Patrick Street. All Submissions shall be annotated on the outside of the envelope with the bid number 2021:07.

The project consists of rehabbing approximately 1,600 LF of existing sidewalk along the east side of Patrick Street from E Boone Watson Community Center to Creath Street.

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

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

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 sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

## II. INSTRUCTION TO BIDDERS

### **1. PREPARATION OF BID**

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

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

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

The Suspension and Debarment Certification in Section XII 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 Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Patrick Street Sidewalk Improvements, Bid Number 2021:07 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.

Per Federal guidelines established by the United States Department of Housing and Urban Development, only primary contractors with whom the grantor enters into agreement are required to register to the System for Award Management (SAM.gov) in order to check debarment status. No contracting firm with active exclusions or debarment are permitted to enter into a federally funded agreement. Moreover, while subcontractors designated and hired by the primary contractor are not required to register to the System for Award Management, those entities are required to submit their unique entity identifier (i.e. a DUNS number, tax ID, etc.) and must sign a written certification that the company and its principles are not debarred. This information should be submitted by the primary contractor with the rest of their project agreement documents. Should it come to fruition that the subcontractors are debarred after submitting this assertion, the grantor will have the authority to terminate the contract.

## **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.

**16. SURVEY CONSTRUCTION CONTROLS**

Will not be provided by the City of Jonesboro.



**III. PROPOSAL**

Place Jonesboro, AR  
Date 3/24/2021

Proposal of Crabtree & Son Construction 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 **Patrick Street Sidewalk Improvements – Phase 3**.

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 ninety (90) 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):

N/A 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 590 Dollars (\$ 590), 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.

Mista Crabtree  
(Witness)  
598 CR 383  
Bono, AR 72416  
(Address)

Crabtree + Son Construction Inc  
(Name of Bidder)  
By Alvin Crabtree  
Alvin Crabtree - President  
(Print Name and Title)



499 CR 383  
Bono AR 72416  
(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>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Removal and Disposal of Curb and Gutter	202	LF	507	\$ 4. <sup>00</sup>	\$ 2028. <sup>00</sup>
2	Removal and Disposal of Concrete Driveways	202	SY	158	\$ 18. <sup>00</sup>	\$ 2844. <sup>00</sup>
3	Removal and Disposal of Walks	202	SY	568	\$ 18. <sup>00</sup>	\$ 10,224. <sup>00</sup>
4	Aggregate Base Course (Class 7)	SS & 303	Ton	100	\$ 25. <sup>00</sup>	\$ 2500. <sup>00</sup>
5	Portland Cement Concrete Driveway	SS & 505	SY	250	\$ 50. <sup>60</sup>	\$ 12,650. <sup>00</sup>
6	Mobilization	601	LS	1	\$ 5000. <sup>00</sup>	\$ 5000. <sup>00</sup>
7	Maintenance of Traffic	603	LS	1	\$ 7500. <sup>00</sup>	\$ 7500. <sup>00</sup>
8	Signs	SS & 604	SF	300	\$ 20. <sup>00</sup>	\$ 6000. <sup>00</sup>
9	Solid Sodding	624	SY	618	\$ 6. <sup>00</sup>	\$ 3708. <sup>00</sup>
10	Concrete Walks	SS & 633	SY	506	\$ 45. <sup>00</sup>	\$ 22,770. <sup>00</sup>
11	Concrete Walks (Type Special)	SP, SS & 634	SY	91	\$ 207. <sup>00</sup>	\$ 18,837. <sup>00</sup>
12	Concrete Combination Curb and Gutter (Type A) (1'6")	SS & 634	LF	565	\$ 16. <sup>00</sup>	\$ 9040. <sup>00</sup>
13	Wheelchair Ramps (Type B)	641	SY	20	\$ 140. <sup>00</sup>	\$ 2800. <sup>00</sup>
14	Wheelchair Ramps (Type C)	641	SY	160	\$ 140. <sup>00</sup>	\$ 22,400. <sup>00</sup>
<b>TOTAL BASE BID</b>					<b>\$ 128,301.<sup>00</sup></b>	

WRITTEN IN WORDS:

One hundred twenty eight thousand three hundred  
One dollars and Zero cents

# BID BOND

**CONTRACTOR:**

(Name, legal status and address)  
Crabtree & Son Construction, Inc.  
499 CR 383  
Bono, AR 72416

**SURETY:**

(Name, legal status and principal place of business)  
Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER:**

(Name, legal status and address)  
City of Jonesboro  
300 S Church Street, Room 421, Jonesboro, AR 72401

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

**PROJECT:**

(Name, location or address, and Project number, if any)  
Patrick Street Sidewalk Improvements - Phase 3 Project Bid No.:2021:07


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

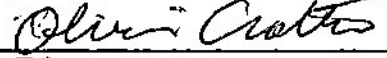
Signed and sealed this 24th day of March, 2021

  
(Witness)

  
(Witness)

Crabtree & Son Construction, Inc.

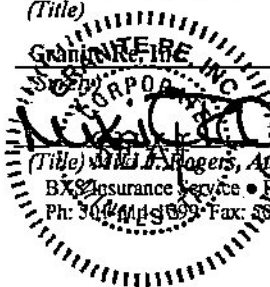
(Principal)

  
(Title)

GRANITE RE, INC.  
CORPORATE SEAL

  
(Title) *W. J. Rogers, Attorney-in-Fact*

BX Insurance Service • P. O. Box 251510 • Little Rock, AR 72225  
Ph: 501-441-6699 Fax: 501-614-1440



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS; SHANA MEYER; LONDON FISHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

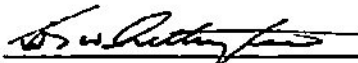
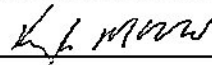
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS; SHANA MEYER; LONDON FISHER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

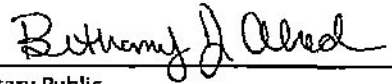


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
\_\_\_\_\_  
Bethany J. Alred  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24 day of March, 2021.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and

between Crabtree & Son Construction, 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 **Patrick Street Sidewalk Improvements – Phase 3**, 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 ninety (90) 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)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including  
Special Provisions
- 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 **Patrick Street Sidewalks  
Improvements – Phase 3.**

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**

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## **GC.1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **GC.5 SUBCONTRACTS**

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

#### **GC.6 OTHER CONTRACTS**

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

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

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

- |   |   |
|---|---|
| (1) Workmen's Compensation                                  | - Statutory Limit                                   |
| (2) Employer's Liability for Hazardous Work                 | - If Needed   |
| (3) Public Liability (Bodily Injury)<br>and Property Damage | - \$1,000,000/occurrence<br>- \$2,000,000/aggregate |
| (4) Builder's Risk  | - Insurable Portion                                 |

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

Contract, and for the protection of the public.

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

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

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

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

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

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

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

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

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

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

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

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance

from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

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

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

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

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum



prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

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

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

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

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

**PAYMENT TO CONTRACTORS**

**2021 SCHEDULE - CONTRACTED PROJECTS**

<b>City of Jonesboro Payment Schedule</b>	<b>Deadline for Invoice Submittal to Engineering</b>
Friday, January 8, 2021	Tuesday, December 29, 2020
Monday, February 8, 2021	Friday, January 29, 2021
Monday, March 8, 2021	Friday, February 26, 2021
Thursday, April 8, 2021	Monday, March 29, 2021
Monday, May 10, 2021	Friday, April 30, 2021
Tuesday, June 8, 2021	Friday, May 28, 2021
Thursday, July 8, 2021	Monday, June 28, 2021
Monday, August 9, 2021	Friday, July 30, 2021
Wednesday, September 8, 2021	Monday, August 30, 2021
Friday, October 8, 2021	Tuesday, September 28, 2021
Monday, November 8, 2021	Friday, October 29, 2021
Wednesday, December 8, 2021	Monday, November 29, 2021

## **GC.12 USE OF COMPLETED PORTIONS**

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

## **GC.13 CHANGES IN THE WORK**

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

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

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

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with

the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

- (A) Labor, including foremen;
- (B) Materials entering permanently into the work;
- (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
- (D) Power and consumable supplies for the operation of power equipment;
- (E) Insurance;
- (F) Social Security and old age and unemployment contributions.

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

Each Change Order shall include in its final form:

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

#### **GC.14 CLAIMS FOR EXTRA COST**

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

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the

Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

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

#### **GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT**

##### Termination for Cause

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

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

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

##### Termination for Convenience

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

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

Contractor shall:

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

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

#### **GC.16 SUSPENSION OF WORK**

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

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

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

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

#### **GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES**

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

- 1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.

- 2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.
- 3) In event of a continuing cause of delay, only one claim is necessary.

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

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

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

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

## **GC.18 DISPUTES**

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

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

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

## **GC.19 ASSIGNMENT OR NOVATION**

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

## **GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.



## **GC.21 SHOP DRAWINGS**

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

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

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

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

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

## **GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract

award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this Contract.

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

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

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

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

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

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

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

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

All property, materials, and equipment shall be new and free of defects upon completion of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Government and/or other government agencies.

### **GC.37 PATENTS**

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

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

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

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

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

## **X. SUPPLEMENTAL GENERAL CONDITIONS**

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SGC.6	MINIMUM WAGES
SGC.7	DAVIS-BACON

## **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)**

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## **SGC.4      RECORD DRAWINGS**

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be

rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

#### **SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM**

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

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

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

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

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

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

#### **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 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.

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: AR20210111 01/01/2021

Superseded General Decision Number: AR20200111

State: Arkansas

Construction Type: Residential

County: Craighead County in Arkansas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* SUAR2008-222 11/28/2008

	Rates	Fringes
BRICKLAYER.....	\$ 17.09	0.00
CARPENTER.....	\$ 10.05	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.16	0.00
ELECTRICIAN.....	\$ 16.25	0.00
HVAC MECHANIC (System Installation Only).....	\$ 7.25	0.00

LABORER: Common or General.....	\$ 7.32	0.00
LABORER: Landscape.....	\$ 9.33	0.00
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.65	0.00
OPERATOR: Asphalt Paver.....	\$ 15.75	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.86	0.00
OPERATOR: Bulldozer.....	\$ 12.75	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.06	0.00
PLUMBER.....	\$ 14.56	0.00
ROOFER.....	\$ 14.87	0.00
TILE SETTER.....	\$ 9.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.15	0.00

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

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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## **XI. SPECIAL CONDITIONS**

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## **SC.1 GENERAL**

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

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

The project is located along Patrick Street in Jonesboro, Arkansas. 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 construct Patrick Street Sidewalk Improvements – Phase 3.

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

The time allotted for completion of the work shall be ninety (90) 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 has been accepted by the Owner.

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

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

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

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

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

#### **SC.17 MATERIAL STORAGE**

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

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

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

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

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

Testing and control of all materials used for this project shall be done in accordance with the

Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

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

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

## **SC.20 BOND**

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

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

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

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



## **SC.22 LINES AND GRADES**

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

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

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

## **SC.23 LEGAL HOLIDAYS**

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

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

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

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

schedules and times of beginning and completing of the several work tasks.

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

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

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

Not 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

**Patrick Street Sidewalk Improvements – Phase 3**

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

**Patrick Street Sidewalk Improvements – Phase 3**

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 **Patrick Street Sidewalk Improvements – Phase 3** project 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.

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Principal

ATTEST:

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BY: 

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---

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SEAL

---

Surety

ATTEST:

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BY: 

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Attorney in Fact

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## **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-2	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
SP-3	The Contract Work Hours and Safety Standards Act (40 U.S.C 327 et seq.)
SP-4	Employment and Contracting Opportunities
SP-5	National Environmental Policy Act of 1969 – Environmental Review
SP-6	Architectural Barriers Act (42 U.S.C. 4151-4157) and the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
SP-7	Suspension and Debarment

## **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.



## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SUPPLEMENTAL SPECIFICATION

#### ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

- Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.
- Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.
- Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.
- Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.
- Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.
- Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.
- Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWWA, Standards U1, Commodity Specification E, Use Category UC4C.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SUPPLEMENTAL SPECIFICATION

#### CONTRACTOR'S LICENSE

**Section 102** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The third paragraph of **Subsection 102.01, Prequalification of Bidders**, is hereby deleted and the following substituted thereof:

The attention of prospective bidders is directed to Ark. Code Ann. §17-25-101 et seq., Act 150 of the 1965 Acts of Arkansas, being an "Act Regulating the Practice of Contracting in the State of Arkansas", and any subsequent amendments made 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 its license and evidence of registration or license of its subcontractors with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

The third paragraph of **Subsection 108.01, Subletting of Contract**, is hereby deleted and the following substituted thereof:

It shall be the responsibility of the Contractor to determine that all parties performing work amounting to \$50,000 or more are currently licensed or registered by the Contractors Licensing Board for the State of Arkansas.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**DEPARTMENT NAME CHANGE**

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**AGGREGATE BASE COURSE**

**Section 303** of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**QUALITY CONTROL AND ACCEPTANCE**

**Division 300** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**PORTLAND CEMENT CONCRETE DRIVEWAY**

**Division 500, RIGID PAVEMENT**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY**, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**RETROREFLECTIVE SHEETING FOR**  
**TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES**

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

## SUPPLEMENTAL SPECIFICATION

## TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/).



**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 633, Concrete Walks, Concrete Steps, and Hand Railing**, is hereby modified as follows:

**Subsection 633.02(E) Expansion Joints** is hereby deleted and the following substituted therefor:

A space not less than ½” (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer’s certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.

Transverse expansion joints shall be placed at a maximum interval of 45’ (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer’s certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CURBING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 634, Curbing**, is hereby modified as follows:

The last paragraph of **Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO.**

**CLASS C FLY ASH IN PORTLAND CEMENT CONCRETE PAVEMENT  
AND CLASS S(AE) CONCRETE**

**The following is added as the last paragraph of Subsections 501.04(a) and 802.06(a):**

If the contractor elects to use Class C fly ash as a partial replacement for cement in Portland Cement Concrete Pavement or in Class S(AE) concrete and the plant producing the fly ash uses powdered activated carbon to meet EPA mercury emission requirements (as indicated in the Qualified Products List), an increased frequency for contractor quality control testing for air content will be required. As a minimum, an air content test must be taken at the beginning of placement and at intervals during placement not to exceed 20 cubic yards for Class S(AE) concrete and 100 cubic yards for Portland Cement Concrete Pavement. The Engineer may require more frequent testing if wide ranges occur in the air content test results. No additional payment will be made for additional air content testing, but full compensation will be considered included in the contract unit prices bid for Portland Cement Concrete Pavement or Class S(AE) Concrete.

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO.**

**CONCRETE WALKS (TYPE SPECIAL)**

**Section 633 Concrete Walks, Concrete Steps, and Hand Railing** of the Standard Specifications, Edition of 2014, is hereby amended as follows:

**Subsection 633.02 Materials** is expanded to include the following:

Reinforcing steel shall comply with Section 804.

**Subsection 633.03(c) Placing and Finishing** is modified to include the following:

The first sentence of the third paragraph contains the word "steps" which shall be replaced with "the steps and retaining walls".

**Subsection 633.03(d) Backfilling** is expanded to include the following:

The retaining wall shall be backfilled per the requirements in Subsection 801.08 Backfill.

**Subsection 633.04 Method of Measurement** is expanded to include the following:

The area measured for the Concrete Walks (Type Special) will be that of the concrete walk area only.

**Subsection 633.05 Basis of Payment** is expanded to include the following:

Payment will be made under:

**Pay Item**

**Pay Unit**

Concrete Walks (Type Special)

Square Yard (Square Meter)

## **SP-2 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**SP -3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327 *ET SEQ.*)**



# Contract Work Hours and, Safety Standards Act, as Amended

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U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

WH Publication 1432  
(Revised April 2009)

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PUBLIC LAW 107–217—AUG. 21, 2002 [as amended<sup>1</sup>]

## An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

### **SECTION 1. TITLE 40, UNITED STATES CODE.**

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

#### **TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS**

\* \* \* \*

#### **SUBTITLE II—PUBLIC BUILDINGS AND WORKS**

#### **PART A—GENERAL**

\* \* \* \*

#### **CHAPTER 37 – CONTRACT WORK HOURS AND SAFETY STANDARDS**

\* \* \* \*

#### **Sec. 3141. Definitions**

(a) Definition.— In this chapter, the term “Federal Government” has the same meaning that the term “United States” had in the Contract Work Hours and Safety Standards Act (Public Law 87–581, 76 Stat. 357).

(b) Application.—

(1) Contracts.— This chapter applies to—

<sup>1</sup>Pub. L. 109-284 Sec. 6(14), (15), (16), and (17) made minor technical corrections in Secs 3701, 3702, and 3704 (Sept. 27, 2006, 120 Stat. 1213.)

<sup>2</sup>The Contract Work Hours and Safety Standards Act, referred to in subsec. (a), is title I of Pub. L. 87–581, Aug. 13, 1962, 76 Stat. 357, as amended, which was classified generally to subchapter II (Sec. 327 et seq.) of chapter 5 of former Title 40, Public Buildings, Property, and Works, prior to repeal and reenactment as this chapter by Pub. L. 107–217, Secs. 1, 6 (b), Aug. 21, 2002, 116 Stat. 1062, 1304. Section 101 of title I of Pub. L. 87–581 was classified to section 327 of former Title 40 and was repealed and not reenacted by Pub. L. 107–217.

(A) any contract that may require or involve the employment of laborers or mechanics on a public work of the Federal Government, a territory of the United States,

or the District of Columbia; and

(B) any other contract that may require or involve the employment of laborers or mechanics if the contract is one—

(i) to which the Government, an agency or instrumentality of the Government, a territory, or the District of Columbia is a party;

(ii) which is made for or on behalf of the Government, an agency or instrumentality, a territory, or the District of Columbia; or

(iii) which is a contract for work financed at least in part by loans or grants from, or loans insured or guaranteed by, the Government or an agency or instrumentality under any federal law providing wage standards for the work.

(2) Laborers and mechanics.— This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—

(A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the United States, a territory,

or the District of Columbia; but

(B) not including an employee employed as a seaman.

(3) Exceptions.—

(A) This chapter.— This chapter does not apply to—

(i) a contract for—

(I) transportation by land, air, or water;

(II) the transmission of intelligence; or

(III) the purchase of supplies or materials or articles ordinarily available in the open market;

(ii) any work required to be done in accordance with the provisions of the Walsh-Healey Act (41 U.S.C. 35 et seq.); and

(iii) a contract in an amount that is not greater than \$100,000.

(B) Section 3702.— Section 3702 of this title does not apply to work where the assistance described in paragraph (1)(B)(iii) from the Government or an agency or instrumentality is only a loan guarantee or insurance.

### **3702. Work hours.**

(a) Standard Workweek.— The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract Requirements.— A contract described in section 3701 of this title, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that contract, must provide that—

(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated Damages.— Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts Withheld to Satisfy Liabilities.— Subject to section 3703 of this title, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

### **3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages.**

(a) Reports of Inspectors.— An officer or individual designated as an inspector of the work to be performed under a contract described in section 3701 of this title, or to aid in the enforcement or fulfillment of the contract, on observation or after investigation immediately shall report to the proper officer of the Federal Government, a territory of the United States, or the District of Columbia all violations of this chapter occurring in the performance of the work, together with the name of each laborer or mechanic who was required or permitted to work in violation of this chapter and the day the violation occurred.

(b) Withholding Amounts.—

(1) Determining amount.— The amount of unpaid wages and liquidated damages owing under this chapter shall be determined administratively.

(2) Amount directed to be withheld.— The officer or individual whose duty it is to approve the payment of money by the Government, territory, or District of Columbia in connection with the performance of the contract work shall direct the amount of—

(A) liquidated damages to be withheld for the use and benefit of the Government, territory, or District; and

(B) unpaid wages to be withheld for the use and benefit of the laborers and mechanics who were not compensated as required under this chapter.

(3) Payment.— The Comptroller General shall pay the amount administratively determined to be due directly to the laborers and mechanics from amounts withheld on account of underpayments of wages if the amount withheld is adequate. If the amount withheld is not adequate, the Comptroller General shall pay an equitable proportion of the amount due.

(c) Right of Action and Intervention Against Contractors and Sureties.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this chapter, the laborers and mechanics, in the case of a department or agency of the Government, have the same right of action and intervention against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(d) Review Process.—

(1) Time limit for appeal.— Within 60 days after an amount is withheld as liquidated damages, any contractor or subcontractor aggrieved by the withholding may appeal to the head of the agency of the Government or territory for which the contract work is done or which is providing financial assistance for the work, or to the Mayor of the District of Columbia in the case of liquidated damages withheld for the use and benefit of the District.

(2) Review by agency head or mayor.— The agency head or Mayor may review the administrative determination of liquidated damages. The agency head or Mayor may issue a final order affirming the determination or may recommend to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for the liquidated damages, if it is found that the amount is incorrect or that the contractor or subcontractor violated this chapter inadvertently, notwithstanding the exercise of due care by the contractor or subcontractor and the agents of the contractor or subcontractor.

(3) Review by secretary.— The Secretary shall review all pertinent facts in the matter and may conduct any investigation the Secretary considers necessary in order to affirm or reject the recommendation. The decision of the Secretary is final.

(4) Judicial action.— A contractor or subcontractor aggrieved by a final order for the withholding of liquidated damages may file a claim in the United States Court of Federal Claims within 60 days after the final order. A final order of the agency head, Mayor, or Secretary is conclusive with respect to findings of fact if supported by substantial evidence.

(e) Applicability of Other Laws.—

(1) Reorganization plan.— Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) applies to this chapter.

(2) Section 3145.— Section 3145 of this title applies to contractors and subcontractors referred to in section 3145 who are engaged in the performance of contracts subject to this chapter.

### **3704. Health and safety standards in building trades and construction industry.**

(a) Condition of Contracts.—

(1) In general.— Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

(2) Consultation.— In formulating standards under this section, the Secretary shall consult with the Advisory Committee created by subsection (d).

(b) Compliance.—

(1) Actions to gain compliance.— The Secretary may make inspections, hold hearings, issue orders, and make decisions based on findings of fact as the Secretary considers necessary to gain compliance with this section and any health and safety standard the Secretary prescribes under subsection (a). For those purposes the Secretary and the United States district courts have the authority and jurisdiction provided by sections 4 and 5 of the Walsh-Healey Act (41 U.S.C. 38, 39).

(2) Remedy when noncompliance found.— When the Secretary, after an opportunity for an adjudicatory hearing by the Secretary, establishes noncompliance under this section of any condition of a contract described in—

(A) section 3701 (b)(1)(B)(i) or (ii) of this title, the governmental agency for which the contract work is done may cancel the contract and make other contracts for the completion of the contract work, charging any additional cost to the original contractor; or

(B) section 3701 (b)(1)(B)(iii) of this title, the governmental agency which is providing the financial guarantee, assistance, or insurance for the contract work may withhold the guarantee, assistance, or insurance attributable to the performance of the contract.

(3) Nonapplicability.— Section 3703 of this title does not apply to the enforcement of this section.

(c) Repeated Violations.—

(1) Transmittal of names of repeat violators to comptroller general.— When the Secretary, after an opportunity for an agency hearing, decides on the record that, by repeated willful or grossly negligent violations of this chapter, a contractor or subcontractor has demonstrated that subsection (b) is not effective to protect the safety and health of the employees of the contractor or subcontractor, the Secretary shall make a finding to that effect and, not sooner than 30 days after giving notice of the finding to all interested persons, shall transmit the name of the contractor or subcontractor to the Comptroller General.

(2) Ban on awarding contracts.— The Comptroller General shall distribute each name transmitted under paragraph (1) to all agencies of the Federal Government. Unless the Secretary otherwise recommends, the contractor, subcontractor, or any person in which the contractor or subcontractor has a substantial interest may not be awarded a contract subject to this section until three years have elapsed from the date the name is transmitted to the Comptroller General. The Secretary shall terminate the ban if, before the end of the three-year period, the Secretary, after affording interested persons due notice and an opportunity for a hearing, is satisfied that a contractor or subcontractor whose name was transmitted to the Comptroller General will comply responsibly with the requirements of this section. The Comptroller General shall inform all Government agencies after being informed of the Secretary's action.

(3) Judicial review.— A person aggrieved by the Secretary's action under this subsection or subsection (b) may file with the appropriate United States court of appeals a petition for review of the Secretary's action within 60 days after receiving notice of the Secretary's action. The clerk of the court immediately shall send a copy of the petition to the Secretary. The Secretary then shall file with the court the record on which the action is based. The findings of fact by the Secretary, if supported by substantial evidence, are final. The court may enter a decree enforcing, modifying, modifying and enforcing, or setting aside any part of, the order of the Secretary or the appropriate Government agency. The judgment of the court may be reviewed by the Supreme Court as provided in section 1254 of title 28.

(d) Advisory Committee on Construction Safety and Health.—

(1) Establishment.— There is an Advisory Committee on Construction Safety and Health in the Department of Labor.

(2) Composition.— The Committee is composed of nine members appointed by the Secretary, without regard to chapter 33 of title 5, as follows:

(A) Three members shall be individuals representative of contractors to whom this section applies.

(B) Three members shall be individuals representative of employees primarily in the building trades and construction industry engaged in carrying out contracts to which this section applies.

(C) Three members shall be public representatives who shall be selected on the basis of their professional and technical competence and experience in the construction health and safety field.

(3) Chairman.— The Secretary shall appoint one member as Chairman.

(4) Duties.— The Committee shall advise the Secretary—

(A) in formulating construction safety and health standards and other regulations; and

(B) on policy matters arising in carrying out this section.

(5) Experts and Consultants.— The Secretary may appoint special advisory and technical experts or consultants as may be necessary to carry out the functions of the Committee.

(6) Compensation and expenses.— Committee members are entitled to receive compensation at rates the Secretary fixes, but not more than \$100 a day, including traveltime, when performing Committee business, and expenses under section 5703 of title 5.

### **3705. Safety programs.**

The Secretary of Labor shall—

(1) provide for the establishment and supervision of programs for the education and training of employers and employees in the recognition, avoidance, and prevention of unsafe working conditions in employment covered by this chapter; and

(2) collect reports and data and consult with and advise employers as to the best means of preventing injuries.

### **3706. Limitations, variations, tolerances, and exemptions.**

The Secretary of Labor may provide reasonable limitations to, and may prescribe regulations allowing reasonable variations to, tolerances from, and exemptions from, this chapter that the Secretary may find necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment of the conduct of Federal Government business.

### **3707. Contractor certification or contract clause in acquisition of commercial items not required.**

In a contract to acquire a commercial item (as defined in section 4 of the Office of Federal Procurement Policy Act (41 U.S.C. 403)), a certification by a contractor or a contract clause may not be required to implement a prohibition or requirement in this chapter.

### **3708. Criminal penalties.**

A contractor or subcontractor having a duty to employ, direct, or control a laborer or mechanic employed in the performance of work contemplated by a contract to which this chapter applies that intentionally violates this chapter shall be fined under title 18, imprisoned for not more than six months, or both.

#### SP-4 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086*, and 12107 (3 CFR 1964–1965 Comp. p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

**SP-5 NATIONAL ENVIRONMENTAL POLICY ACT OF 1969**

# **The National Environmental Policy Act of 1969**

**The National Environmental Policy Act of 1969**, as amended

(Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982)

An Act to establish a national policy for the environment, to provide for the establishment of a Council on Environmental Quality, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "National Environmental Policy Act of 1969."*

## **Purpose**

### **Sec. 2 [42 USC § 4321].**

The purposes of this Act are: To declare a national policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; to enrich the understanding of the ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

## **TITLE I**

### **CONGRESSIONAL DECLARATION OF NATIONAL ENVIRONMENTAL POLICY**

#### **Sec. 101 [42 USC § 4331].**

(a) The Congress, recognizing the profound impact of man's activity on the interrelations of all components of the natural environment, particularly the profound influences of population growth, high-density urbanization, industrial expansion, resource exploitation, and new and expanding technological advances and recognizing further the critical importance of restoring and maintaining environmental quality to the overall welfare and development of man, declares that it is the continuing policy of the Federal Government, in cooperation with State and local governments, and other concerned public and private organizations, to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans.

(b) In order to carry out the policy set forth in this Act, it is the continuing responsibility of the Federal Government to use all practicable means, consistent with other essential considerations of national policy, to improve and coordinate Federal plans, functions,



programs, and resources to the end that the Nation may --

1. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
2. assure for all Americans safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
3. attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
4. preserve important historic, cultural, and natural aspects of our national heritage, and maintain, wherever possible, an environment which supports diversity, and variety of individual choice;
5. achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
6. enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

(c) The Congress recognizes that each person should enjoy a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

**Sec. 102 [42 USC § 4332].**

The Congress authorizes and directs that, to the fullest extent possible: (1) the policies, regulations, and public laws of the United States shall be interpreted and administered in accordance with the policies set forth in this Act, and (2) all agencies of the Federal Government shall --

(A) utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decisionmaking which may have an impact on man's environment;

(B) identify and develop methods and procedures, in consultation with the Council on Environmental Quality established by title II of this Act, which will insure that presently unquantified environmental amenities and values may be given appropriate consideration in decisionmaking along with economic and technical considerations;

(C) include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement by the responsible official on --

(i) the environmental impact of the proposed action,

(ii) any adverse environmental effects which cannot be avoided should the proposal be implemented,

- (iii) alternatives to the proposed action,
- (iv) the relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and
- (v) any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented.

Prior to making any detailed statement, the responsible Federal official shall consult with and obtain the comments of any Federal agency which has jurisdiction by law or special expertise with respect to any environmental impact involved. Copies of such statement and the comments and views of the appropriate Federal, State, and local agencies, which are authorized to develop and enforce environmental standards, shall be made available to the President, the Council on Environmental Quality and to the public as provided by section 552 of title 5, United States Code, and shall accompany the proposal through the existing agency review processes;

(D) Any detailed statement required under subparagraph (C) after January 1, 1970, for any major Federal action funded under a program of grants to States shall not be deemed to be legally insufficient solely by reason of having been prepared by a State agency or official, if:

- (i) the State agency or official has statewide jurisdiction and has the responsibility for such action,
- (ii) the responsible Federal official furnishes guidance and participates in such preparation,
- (iii) the responsible Federal official independently evaluates such statement prior to its approval and adoption, and
- (iv) after January 1, 1976, the responsible Federal official provides early notification to, and solicits the views of, any other State or any Federal land management entity of any action or any alternative thereto which may have significant impacts upon such State or affected Federal land management entity and, if there is any disagreement on such impacts, prepares a written assessment of such impacts and views for incorporation into such detailed statement.

The procedures in this subparagraph shall not relieve the Federal official of his responsibilities for the scope, objectivity, and content of the entire statement or of any other responsibility under this Act; and further, this subparagraph does not affect the legal sufficiency of statements prepared by State agencies with less than statewide jurisdiction.

(E) study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources;

(F) recognize the worldwide and long-range character of environmental problems and,

where consistent with the foreign policy of the United States, lend appropriate support to initiatives, resolutions, and programs designed to maximize international cooperation in anticipating and preventing a decline in the quality of mankind's world environment;

(G) make available to States, counties, municipalities, institutions, and individuals, advice and information useful in restoring, maintaining, and enhancing the quality of the environment;

(H) initiate and utilize ecological information in the planning and development of resource-oriented projects; and

(I) assist the Council on Environmental Quality established by title II of this Act.

**Sec. 103 [42 USC § 4333].**

All agencies of the Federal Government shall review their present statutory authority, administrative regulations, and current policies and procedures for the purpose of determining whether there are any deficiencies or inconsistencies therein which prohibit full compliance with the purposes and provisions of this Act and shall propose to the President not later than July 1, 1971, such measures as may be necessary to bring their authority and policies into conformity with the intent, purposes, and procedures set forth in this Act.

**Sec. 104 [42 USC § 4334].**

Nothing in section 102 [42 USC § 4332] or 103 [42 USC § 4333] shall in any way affect the specific statutory obligations of any Federal agency (1) to comply with criteria or standards of environmental quality, (2) to coordinate or consult with any other Federal or State agency, or (3) to act, or refrain from acting contingent upon the recommendations or certification of any other Federal or State agency.

**Sec. 105 [42 USC § 4335].**

The policies and goals set forth in this Act are supplementary to those set forth in existing authorizations of Federal agencies.

**TITLE II**

**COUNCIL ON ENVIRONMENTAL QUALITY**

**Sec. 201 [42 USC § 4341].**

The President shall transmit to the Congress annually beginning July 1, 1970, an Environmental Quality Report (hereinafter referred to as the "report") which shall set forth (1) the status and condition of the major natural, manmade, or altered environmental classes of the Nation, including, but not limited to, the air, the aquatic, including marine, estuarine, and fresh water, and the terrestrial environment, including, but not limited to, the forest, dryland, wetland, range, urban, suburban and rural environment; (2) current and foreseeable trends in the quality, management and utilization of such environments and the effects of those trends on the social, economic, and other requirements of the Nation; (3) the adequacy of available natural resources for fulfilling human and economic requirements of the Nation

in the light of expected population pressures; (4) a review of the programs and activities (including regulatory activities) of the Federal Government, the State and local governments, and nongovernmental entities or individuals with particular reference to their effect on the environment and on the conservation, development and utilization of natural resources; and (5) a program for remedying the deficiencies of existing programs and activities, together with recommendations for legislation.

**Sec. 202 [42 USC § 4342].**

There is created in the Executive Office of the President a Council on Environmental Quality (hereinafter referred to as the "Council"). The Council shall be composed of three members who shall be appointed by the President to serve at his pleasure, by and with the advice and consent of the Senate. The President shall designate one of the members of the Council to serve as Chairman. Each member shall be a person who, as a result of his training, experience, and attainments, is exceptionally well qualified to analyze and interpret environmental trends and information of all kinds; to appraise programs and activities of the Federal Government in the light of the policy set forth in title I of this Act; to be conscious of and responsive to the scientific, economic, social, aesthetic, and cultural needs and interests of the Nation; and to formulate and recommend national policies to promote the improvement of the quality of the environment.

**Sec. 203 [42 USC § 4343].**

(a) The Council may employ such officers and employees as may be necessary to carry out its functions under this Act. In addition, the Council may employ and fix the compensation of such experts and consultants as may be necessary for the carrying out of its functions under this Act, in accordance with section 3109 of title 5, United States Code (but without regard to the last sentence thereof).

(b) Notwithstanding section 1342 of Title 31, the Council may accept and employ voluntary and uncompensated services in furtherance of the purposes of the Council.

**Sec. 204 [42 USC § 4344].**

It shall be the duty and function of the Council --

1. to assist and advise the President in the preparation of the Environmental Quality Report required by section 201 [42 USC § 4341] of this title;
2. to gather timely and authoritative information concerning the conditions and trends in the quality of the environment both current and prospective, to analyze and interpret such information for the purpose of determining whether such conditions and trends are interfering, or are likely to interfere, with the achievement of the policy set forth in title I of this Act, and to compile and submit to the President studies relating to such conditions and trends;
3. to review and appraise the various programs and activities of the Federal Government in the light of the policy set forth in title I of this Act for the purpose of determining the extent to which such programs and activities are contributing to the achievement

of such policy, and to make recommendations to the President with respect thereto;

4. to develop and recommend to the President national policies to foster and promote the improvement of environmental quality to meet the conservation, social, economic, health, and other requirements and goals of the Nation;
5. to conduct investigations, studies, surveys, research, and analyses relating to ecological systems and environmental quality;
6. to document and define changes in the natural environment, including the plant and animal systems, and to accumulate necessary data and other information for a continuing analysis of these changes or trends and an interpretation of their underlying causes;
7. to report at least once each year to the President on the state and condition of the environment; and
8. to make and furnish such studies, reports thereon, and recommendations with respect to matters of policy and legislation as the President may request.

**Sec. 205 [42 USC § 4345].**

In exercising its powers, functions, and duties under this Act, the Council shall --

1. consult with the Citizens' Advisory Committee on Environmental Quality established by Executive Order No. 11472, dated May 29, 1969, and with such representatives of science, industry, agriculture, labor, conservation organizations, State and local governments and other groups, as it deems advisable; and
2. utilize, to the fullest extent possible, the services, facilities and information (including statistical information) of public and private agencies and organizations, and individuals, in order that duplication of effort and expense may be avoided, thus assuring that the Council's activities will not unnecessarily overlap or conflict with similar activities authorized by law and performed by established agencies.

**Sec. 206 [42 USC § 4346].**

Members of the Council shall serve full time and the Chairman of the Council shall be compensated at the rate provided for Level II of the Executive Schedule Pay Rates [5 USC § 5313]. The other members of the Council shall be compensated at the rate provided for Level IV of the Executive Schedule Pay Rates [5 USC § 5315].

**Sec. 207 [42 USC § 4346a].**

The Council may accept reimbursements from any private nonprofit organization or from any department, agency, or instrumentality of the Federal Government, any State, or local government, for the reasonable travel expenses incurred by an officer or employee of the Council in connection with his attendance at any conference, seminar, or similar meeting conducted for the benefit of the Council.

**Sec. 208 [42 USC § 4346b].**

The Council may make expenditures in support of its international activities, including expenditures for: (1) international travel; (2) activities in implementation of international agreements; and (3) the support of international exchange programs in the United States and in foreign countries.

**Sec. 209 [42 USC § 4347].**

There are authorized to be appropriated to carry out the provisions of this chapter not to exceed \$300,000 for fiscal year 1970, \$700,000 for fiscal year 1971, and \$1,000,000 for each fiscal year thereafter.

**The Environmental Quality Improvement Act**, as amended (Pub. L. No. 91- 224, Title II, April 3, 1970; Pub. L. No. 97-258, September 13, 1982; and Pub. L. No. 98-581, October 30, 1984.

**42 USC § 4372.**

(a) There is established in the Executive Office of the President an office to be known as the Office of Environmental Quality (hereafter in this chapter referred to as the "Office"). The Chairman of the Council on Environmental Quality established by Public Law 91- 190 shall be the Director of the Office. There shall be in the Office a Deputy Director who shall be appointed by the President, by and with the advice and consent of the Senate.

(b) The compensation of the Deputy Director shall be fixed by the President at a rate not in excess of the annual rate of compensation payable to the Deputy Director of the Office of Management and Budget.

(c) The Director is authorized to employ such officers and employees (including experts and consultants) as may be necessary to enable the Office to carry out its functions ;under this chapter and Public Law 91-190, except that he may employ no more than ten specialists and other experts without regard to the provisions of Title 5, governing appointments in the competitive service, and pay such specialists and experts without regard to the provisions of chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but no such specialist or expert shall be paid at a rate in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of Title 5.

(d) In carrying out his functions the Director shall assist and advise the President on policies and programs of the Federal Government affecting environmental quality by --

1. providing the professional and administrative staff and support for the Council on Environmental Quality established by Public Law 91- 190;
2. assisting the Federal agencies and departments in appraising the effectiveness of existing and proposed facilities, programs, policies, and activities of the Federal Government, and those specific major projects designated by the President which

do not require individual project authorization by Congress, which affect environmental quality;

3. reviewing the adequacy of existing systems for monitoring and predicting environmental changes in order to achieve effective coverage and efficient use of research facilities and other resources;
4. promoting the advancement of scientific knowledge of the effects of actions and technology on the environment and encouraging the development of the means to prevent or reduce adverse effects that endanger the health and well-being of man;
5. assisting in coordinating among the Federal departments and agencies those programs and activities which affect, protect, and improve environmental quality;
6. assisting the Federal departments and agencies in the development and interrelationship of environmental quality criteria and standards established throughout the Federal Government;
7. collecting, collating, analyzing, and interpreting data and information on environmental quality, ecological research, and evaluation.

(e) The Director is authorized to contract with public or private agencies, institutions, and organizations and with individuals without regard to section 3324(a) and (b) of Title 31 and section 5 of Title 41 in carrying out his functions.

**42 USC § 4373.** Each Environmental Quality Report required by Public Law 91-190 shall, upon transmittal to Congress, be referred to each standing committee having jurisdiction over any part of the subject matter of the Report.

**42 USC § 4374.** There are hereby authorized to be appropriated for the operations of the Office of Environmental Quality and the Council on Environmental Quality not to exceed the following sums for the following fiscal years which sums are in addition to those contained in Public Law 91- 190:

- (a) \$2,126,000 for the fiscal year ending September 30, 1979.
- (b) \$3,000,000 for the fiscal years ending September 30, 1980, and September 30, 1981.
- (c) \$44,000 for the fiscal years ending September 30, 1982, 1983, and 1984.
- (d) \$480,000 for each of the fiscal years ending September 30, 1985 and 1986.

**42 USC § 4375.**


(a) There is established an Office of Environmental Quality Management Fund (hereinafter referred to as the "Fund") to receive advance payments from other agencies or accounts that may be used solely to finance --

1. study contracts that are jointly sponsored by the Office and one or more other Federal agencies; and

2. Federal interagency environmental projects (including task forces) in which the Office participates.

(b) Any study contract or project that is to be financed under subsection (a) of this section may be initiated only with the approval of the Director.

(c) The Director shall promulgate regulations setting forth policies and procedures for operation of the Fund.

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**SP-6 ARCHITECTURAL BARRIERS ACT (42 U.S.C. 4151-4157) AND THE AMERICANS WITH  
DISABILITIES ACT (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 AND 225)**

## Architectural Barriers Act



### Architectural Barriers Act

The Architectural Barriers Act (ABA) requires that buildings and facilities that are designed, constructed, or altered with Federal funds, or leased by a Federal agency, comply with Federal standards for physical accessibility. ABA requirements are limited to architectural standards in new and altered buildings and in newly leased facilities. They do not address the activities conducted in those buildings and facilities. Facilities of the U.S. Postal Service are covered by the ABA.

The Uniform Federal Accessibility Standards ("UFAS") provides uniform standards for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157. See: <http://www.access-board.gov/ufas/ufas-html/ufas.htm>

For more information or to file a complaint, contact:

U.S. Architectural and Transportation  
Barriers Compliance Board  
1331 F Street, N.W. , Suite 1000  
Washington, D.C. 20004-1111  
(800) 872-2253 (voice)  
(800) 993-2822 (TTY)

## **SP-7 SUSPENSION AND DEBARMENT**

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.

Crabtree & Son Construction, Inc.  
(Name of Bidder/Proposer)

Alvin Crabtree  
(Printed Name of Bidder's Agent)

Alvin Crabtree  
(Signature of Bidder's Agent)

President  
(Printed Title of Bidder's Agent)

3/24/2021  
(Date Executed)



Legislation Details (With Text)

<b>File #:</b>	RES-21:059	<b>Version:</b>	1	<b>Name:</b>	ENTER INTO AN AGREEMENT WITH COOPER MIXON ARCHITECTS, PLLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY MAINTENANCE FACILITY PROJECT (2021:99)
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/31/2021	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH COOPER MIXON ARCHITECTS, PLLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY MAINTENANCE FACILITY PROJECT (2021:99)				
<b>Sponsors:</b>	Engineering, Building Maintenance				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Agreement - City Maintenance Facility</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH COOPER MIXON ARCHITECTS, PLLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY MAINTENANCE FACILITY PROJECT (2021:99)

WHEREAS, the City of Jonesboro has desires to enter into an agreement to provide architectural services for the City Maintenance Facility project;

WHEREAS, the Selection Committee has determined that Cooper Mixon Architects, PLLC is the most qualified firm for the project;

WHEREAS, the firm selected for the City Maintenance Facility project is Cooper Mixon Architects, PLLC;

WHEREAS, Cooper Mixon Architects, PLLC have agreed to provide architectural services for the City Maintenance Facility project as described in the attached agreement; and,

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

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

Section 1. That the City of Jonesboro shall accept the agreement and enter into an agreement with Cooper Mixon Architects, PLLC to provide architectural services for the City Maintenance Facility project.

Section 2. The 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 the agreement.

## Embedded Secure Document

The file <https://jonesboro.legistar.com/View.ashx?M=F&ID=9280887&GUID=8FE93265-D95F-4C13-B444-24F0C682627A> is a secure document that has been embedded in this document. Double click the pushpin to view.





## Legislation Details (With Text)

<b>File #:</b>	ORD-20:030	<b>Version:</b>	1	<b>Name:</b>	AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS
<b>Type:</b>	Ordinance	<b>Status:</b>			In Committee
<b>File created:</b>	7/29/2020	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 117 - Zoning				
<b>Attachments:</b>	<a href="#">Letter to Council 9.8.20</a> <a href="#">Casteel email 09142020</a> <a href="#">Carlson email 11132020</a> <a href="#">Allen email 11142020</a> <a href="#">Vellozo email 11142020</a> <a href="#">McAvoy email 11152020</a> <a href="#">RWilliams email 11162020</a> <a href="#">Vellozo email 11162020</a> <a href="#">Only email 11162020</a> <a href="#">JWilliams email 11162020</a> <a href="#">Vance email 11172020</a> <a href="#">Nadzam email 11172020</a> <a href="#">Joshi email 11172020</a> <a href="#">Hardy email 11172020</a> <a href="#">Cormier email 11172020</a> <a href="#">Burns email 11172020</a>				

Date	Ver.	Action By	Action	Result
2/2/2021	1	Public Works Council Committee	Postponed Temporarily	Pass
11/17/2020	1	City Council	Postponed Temporarily	Pass
9/15/2020	1	City Council	Postponed Temporarily	Pass
9/1/2020	1	City Council	Held at second reading	
8/18/2020	1	City Council	Held at one reading	
8/4/2020	1	Public Works Council Committee	Recommended to Council	Pass

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS



BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: Section 117.330, known as the sidewalk ordinance of the City of Jonesboro, Arkansas shall add the following as an exemption under subsection (c):

5. Sidewalks or a contribution in lieu of construction fee shall not be required within a planned industrial park. A “planned industrial park” for this purpose is property zoned I-2; a minimum of fifty contiguous acres; and has undeveloped property that is owned either by a public entity, a not for profit organization, or an improvement district that is being promoted for industrial development.

Dear Jonesboro City Council Members:

I am writing to ask your support for Jonesboro's sidewalk ordinance as it stands and to deny the request of the chamber of commerce to allow businesses in the industrial park to be exempt from building sidewalks. Here are my thoughts on that proposal:

- 1) The previous statement claiming sidewalks would create a liability and would pose a danger if built are specious at best. Sidewalks remove pedestrians from the road, the shoulders of the road, the ditches along the road, and the mowed and unmowed grassy areas along those roads. Forcing people to walk in those places is what creates liability issues by endangering pedestrians, trucks, and other vehicles. Furthermore, I can think of no safer way to navigate the two-lane roads, their intersections, and the railroad crossings than to have appropriate infrastructure that makes it safe for both vehicles (those "10,000 trucks", for example) and pedestrians to navigate the industrial park in a safe manner.
- 2) Consideration for connectivity for JETS riders between home and work should not end on the shoulder of the road with nowhere to walk. Employees of those businesses should not have to grapple with whether they can safely navigate their last few yards to work. Our JETS system is intended to transport people safely, but we discount its value as a community asset when we do not support the other features necessary to make public transportation safe. Not providing for a safe passage from bus stop to factory door is about as short sighted and ignorant as laying fiber optic but stopping short of the school that needs it.
- 3) It was also stated that there are residential areas in or adjacent to the industrial park. When it comes time for other areas of the industrial park to be developed or undergo redevelopment, wouldn't we want those residents who work in nearby industries to have safe options for commuting to work as well? (And by safe options, I include: walking to work, if they so choose; taking public transit to work – with safe access to the entrance to their place of work; or driving to work – without the liability of running over some one walking in the road because there are no sidewalks.) Why would we not want to plan for the future?
- 4) I would encourage everyone not to confine ourselves to comparisons with other Arkansas cities if our goal is to compete with the best.
- 5) Businesses who choose not to come here will not come for other reasons. It will not be because we made them build a sidewalk. Let's not kid ourselves. Their not coming here is because we DON'T have sidewalks or any number of other features that are fundamental to communities with a rich and vibrant quality of life.

The mayor appointed a citizens committee to review the original ordinance and make recommendations. That is what it did, with the industrial park included. The City Council voted to approve it. It is not a perfect ordinance, by any means, but it is helping us move the needle on getting sidewalks built. Let us not regress and cave to business interests. These businesses accepted the terms of the ordinance when they chose to build in our industrial park. It will be a sad and slippery slope if the Council votes to exclude industrial areas. Now THAT'S a liability for a lot of reasons.

Thank you for listening and for your service to our city.

Regards,

Pam Alexander

-----Original Message-----

From: Judy Casteel <fairydogmom12@gmail.com>

Sent: Monday, September 14, 2020 3:57 PM

To: Aldermen <Aldermen@jonesboro.org>

Cc: Donna Jackson <DJackson@jonesboro.org>; April Leggett <ALeggett@jonesboro.org>

Subject: Sidewalks in Industrial Park

Dear Council Members,

I write to ask you to vote not to change the current sidewalk ordinance but to keep it as currently written. Imperfect as it may be, it is at least a step in the right direction. Once again, it's about people, pride & progress.

The sidewalk committee, of which I was part, was formed because MAPC was being criticized by some citizens & council members for granting too many waivers as far back as 2015—yet here we are again, same premise, different folks. Please understand, I respect Mark Young & his work with the Chamber as well as understand the importance of industry, but I can't help but feel this is an attempted end run around what the sidewalk committee thoroughly discussed & approved by a majority vote in the spring of 2017.

The American Association of State Highway & Transportation Officials states: "Providing safe places for people to walk is an essential responsibility of all government entities involved in constructing or regulating the construction of public right-of-way." We have that responsibility & need to take it seriously.

Sidewalks in the industrial park are very necessary. Not everyone chooses to use or has access to a vehicle. Many are increasingly bicycle riders as well as JETs riders who will be let out on the side of a busy highway with high rates of speed & already known for several bad accidents. Then they're expected to traverse ditches, marshy ground, railroad tracks, etc. to get to their jobs. That's just wrong & not a face I'd want to present to potential newcomers, industry or families.

We have a responsibility not only to think of the present but the future, laying plans for an ever increasing population & development. We are no longer a small community but a thriving city with huge growth potential.

We are aware we are already woefully behind in the sidewalk department as in several other quality of life areas. We must continue to move relentlessly forward on these matters or that, in fact, is what will make people as well as industry look elsewhere. Not the fact that we care for our populace enough to insist on their safety.

Once again, I see this as a common sense issue. Common sense would indicate there should be mutual respect between government & it's citizens, working together on issues & acting in their best interests of both, in order to not only survive but thrive. Please do not exempt industry from this important responsibility. In my humble opinion, it is not in the best interest of our city or our citizens.

Thank you all, not only for your time on this matter but always for your service to our city.

Warmly,  
Judy Casteel

PS. As a side note: Every time something like this comes up & an attempt is made to circumvent a committee's work, people notice, I hear it often. This is the sort of thing that makes citizens hesitate to give of their time & effort to serve on a committee. Please just always keep that in the back of your minds.

**From:** Zachariah Carlson <zachariah.carlson@gmail.com>  
**Sent:** Friday, November 13, 2020 9:15 PM  
**To:** Council Coments <CouncilComments@jonesboro.org>  
**Cc:** City Clerk <CityClerk@jonesboro.org>  
**Subject:** Reject ORD-20:030

Hello,

I'm writing in regards to Ordinance 20:030, which amends the "sidewalk ordinance" of Jonesboro and is on the agenda for the upcoming City Council regular meeting.

I read the action details for the first and second readings of this ordinance, and I appreciate the thoughtful discussion that has gone into it so far. Ultimately I'm not in favor of this amendment being made for several of the same reasons that were raised by Councilman McClain, Beverly Parker, and others in the previous readings.

1. The pedestrian safety objections made by the businesses in planned industrial parks, with relation to how trafficked the area is by large vehicles, have to be considered against whether pedestrians in the area will be safer (should they need to move to protect themselves) on a sidewalk, or on a rough/uneven patch of gravel or grass.
2. Of course you already know exemptions are like candy for kids - once you hand some out to a few, everybody else wants some too.
3. Cities grow, even here in the quasi-rural NEA. Industrial parks won't be 3 miles away from residential neighborhoods forever, and empty adjacent properties will not stay empty. Consistent accessible sidewalks are an investment and should frankly never be waived.

Thanks for taking the time to listen!

Zachariah Carlson

-----Original Message-----

From: Emily Allen <[emilyeallen@gmail.com](mailto:emilyeallen@gmail.com)>

Sent: Saturday, November 14, 2020 6:18 PM

To: Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>

Subject: I support Sidewalks

Please keep sidewalks included in new developments. Sidewalks make us a better community, encouraging walking and togetherness. Developers should include sidewalks in their new constructions.

Thank you,

Emily Allen

**From:** paul vellozo

**Sent:** Saturday, November 14, 2020 6:34 PM

**To:** Aldermen

**Subject:** Sidewalks

Dear Mayor Perrin and members of the city council.

I oppose any ordinance to exempt developers (or anyone for that matter) from building or paying for sidewalks.

Jonesboro is woefully under supplied with sidewalks as you know. Please do everything to encourage building of sidewalks and nothing to exempt people from building sidewalks.

I hope you will vote against the proposed ordinance.

Thanks

Sincerely,  
Paul Vellozo  
Jonesboro

**From:** David McAvoy <david.mcavoy2@gmail.com>

**Sent:** Sunday, November 15, 2020 8:56 PM

**To:** Aldermen <Aldermen@jonesboro.org>; City Clerk <CityClerk@jonesboro.org>

**Subject:** Proposed Amendment to Sidewalk Ordinance

Please vote no on the proposed ordinance that would give industrial developers an exemption from having to either construct sidewalks or pay a fee. There are people that walk to work in those areas and need a safe place to do so and Jonesboro needs more connectivity.

Thank you

-David McAvoy

1524 Charles Drive in Jonesboro

**From:** Renay! <bottle.of.shine@gmail.com>  
**Sent:** Monday, November 16, 2020 2:42 PM  
**To:** Aldermen <Aldermen@jonesboro.org>  
**Cc:** City Clerk <CityClerk@jonesboro.org>  
**Subject:** Vote No on ORD-20:030

Jonesboro City Council,

Please vote no on the proposed ordinance that would give industrial developers an exemption to our sidewalk requirements.

Accessibility issues are often the first thing to be disregarded and that's why accessibility should be front loaded as a requirement for any development. I have read everything on the legislative record for this item and I'm unconvinced by any of the arguments that this area deserves an exemption from having to build one of the most basic public accessibility tools we have.

- It should not matter how "close" neighborhoods are to this area. If there is a place people will travel to and from, there needs to be accessibility to and from those locations: for people who walk to and from them, for people who get dropped off/picked up at them (such as families who share a car) or from an area close by, and for people who are disabled. Generic public transport options also open up when there's more accessibility, removing the need for the companies to ferry workers just because they don't want to build some sidewalks. Jonesboro already fails at having sidewalks in so many places where they are desperately needed; let's not compound the issue in a new area.
- One cited reason for an exemption is having to build across driveways and how that could impact safety. How is having sidewalks, with clearly marked driveways (as I assume there might be curb cuts or a lowered profile for the sidewalk on each driveway) less safe than no sidewalks? The issue of business entrances and exits remain the same with or without—there's always going to be a risk of hitting a pedestrian, but it doesn't become *more* likely when there are sidewalks—the data on sidewalks and paved shoulders bears that out. The presence of sidewalks should alert drivers to the potential that pedestrians may be near and they should pay attention to their surroundings.

Because accessibility is often the first thing to go when considering new projects—from huge industrial development projects to simple office projects—due to ease of completion or for "cost saving", we **MUST** be vigilant and not let ourselves be convinced that exemptions serve anyone but the people requesting the exemption. Any time accessibility issues are sidelined due to industry pressure, that's a loss for the people in a community.

Please prioritize and advocate for the *people* who will work in this area and may need accessibility options by voting no on this proposed ordinance.

Best,  
Renay Williams  
Bunker Hill



**From:** paul vellozo <vellozo.p@gmail.com>  
**Sent:** Monday, November 16, 2020 4:06 PM  
**To:** City Clerk <CityClerk@jonesboro.org>  
**Subject:**

Dear Mayor Perrin and members of the city council.

I oppose any ordinance to exempt developers (or anyone for that matter) from building or paying for sidewalks.

Jonesboro is woefully under supplied with sidewalks as you know. Please do everything to encourage building of sidewalks and nothing to exempt people from building sidewalks.

I hope you will vote against the proposed ordinance.

Thanks

Sincerely,  
Pail Vellozo  
Jonesboro

**From:** SHAWN ONLY <shawnonlyforstatehouse@gmail.com>  
**Sent:** Monday, November 16, 2020 6:02 PM  
**To:** Aldermen <Aldermen@jonesboro.org>  
**Cc:** City Clerk <CityClerk@jonesboro.org>  
**Subject:** Sidewalks - Sec. 117-330 - AGAINST EXEMPTION

Council,

Not sure if part of council business tomorrow includes the sidewalk issue but I'd like to add my 2 cents worth when sidewalks are discussed. I am absolutely against the exemption (luxury) of any business (i.e. builder, developer, etc.) manipulating approval of construction that initially includes sidewalks and then opts out (when no one is paying attention) by paying a bogus and nominal fee. This is unacceptable and should not be tolerated! They should NEVER receive final plat approval for residential subdivisions or the issuance of the building permit for industrial or commercial projects unless and until. Moreover, builders that are in the business of cutting corners should have their license/permit revoked.

A city cannot compete with other cities nor protect its citizens when it lacks sidewalks AND, that only follows the minimum building standards necessary. There should be a hefty fine for this that discourages builders from pulling a bait and switch AND more notice should be provided to all citizens.

This is probably why our infrastructure is crumbling and our city is in shambles in our main thoroughfare (i.e. Red Wolfe) esp. Do better on behalf of your citizens and families. Thank you for your consideration.

**AGAINST EXEMPTION!**

--

Shawn Only, Citizen  
P.O. Box 805  
State University, Ar 72467  
870-397-8300

-----Original Message-----

From: Julia Williams <japghw@yahoo.com>

Sent: Monday, November 16, 2020 8:18 PM

To: alderman@jonesboro.org; City Clerk <CityClerk@jonesboro.org>

Subject: ordinance on sidewalks

To whom it may concern,

Making exceptions for certain businesses on building sidewalks due to their location is not good planning for the future. Communities and neighborhoods change. Making sure that all our neighborhoods with business and industry where people walk, bike, or drive are accessible is very important. Please vote NO on this proposal.

Julia Williams

Bunker Hill

Sent from my iPad

-----Original Message-----

From: Omar Vance <[sovance@suddenlink.net](mailto:sovance@suddenlink.net)>

Sent: Tuesday, November 17, 2020 9:44 AM

To: Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>

Subject: Sidewalks

Hello, I understand you are hearing a resolution to except businesses from having sidewalks. I would have to say I am against this. We actually need more sidewalks. Many people walk or bicycle and sidewalks would have it safer. For a road like Airport or Aggie where they do not even have shoulders it would be a huge improvement to have a sidewalk. They should be required with all new constructions or remodels and backtrack to existing properties as money allows. Thank you for your time.

Sent from my iPhone

**From:** Jessica Nadzam <[jessenderlin@gmail.com](mailto:jessenderlin@gmail.com)>

**Sent:** Tuesday, November 17, 2020 9:43 AM

**To:** Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>

**Subject:** Sidewalks

Hello,

I am writing today as a citizen of Jonesboro to state that I object to businesses being exempted from providing sidewalks on their property. Please oppose the resolution which allows businesses to be exempt from building sidewalks. They are necessary for pedestrian traffic, and should be installed whenever possible.

--

**Jessica Enderlin Nadzam, Ed. S.**

Teacher at Jonesboro High School

Teach for America, AR '15

Cell: (501)519-7006

**From:** Raman Joshi <[joshir2@gmail.com](mailto:joshir2@gmail.com)>  
**Sent:** Tuesday, November 17, 2020 7:59 AM  
**To:** Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>  
**Subject:** I Support Sidewalks

I support constructing sidewalks and **oppose any ordinance to exempt** developers for constructing or financially contributing for the construction of sidewalks.

Sidewalks are safe and essential for the residents of Jonesboro to be able to walk safely in and around the community.

Thank You,

Raman Joshi

**From:** Dylan Hardy <[dylank.hardy@gmail.com](mailto:dylank.hardy@gmail.com)>  
**Sent:** Tuesday, November 17, 2020 10:46 AM  
**To:** Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>  
**Subject:** Jonesboro Sidewalk Ordinance - Please Read

Dear Mayor Perrin and City Council,

I oppose any ordinance to exempt developers from building or paying for sidewalks. As a practicing Civil Engineer in the commercial and residential sector, municipalities across the country require this as part of their own code, but also as standard practice.

The City of Jonesboro must move forward with its Master Plan towards developing functional, accessible, and attractive infrastructure and this is an area where the private sector must do its part. The “old ways” of doing things is not acceptable and will only hurt the residents of Jonesboro in the long term.

I hope you will vote against the proposed ordinance and require that developers are required to either construct or pay for sidewalks within and adjacent to public right-of-way.

Thanks,

Dylan Hardy  
337-344-5159

--

***Dylan Hardy***  
337-344-5159

-----Original Message-----

From: Savannah Cormier <[scormier@astate.edu](mailto:scormier@astate.edu)>

Sent: Tuesday, November 17, 2020 10:20 AM

To: Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>

Subject: Sidewalk ordinance

Dear Mayor Perrin and members of the city council.

I oppose any ordinance to exempt developers (or anyone for that matter) from building or paying for sidewalks.

Jonesboro is woefully under supplied with sidewalks as you know. Please do everything to encourage building of sidewalks and nothing to exempt people from building sidewalks.

I hope you will vote against the proposed ordinance.

Take care and be well,  
Dr. Cormier

(Sent with iPhone- Please excuse brevity and typos.)



-----Original Message-----

From: Kathryn Burns <[kburns@astate.edu](mailto:kburns@astate.edu)>

Sent: Tuesday, November 17, 2020 4:20 PM

To: Aldermen <[Aldermen@jonesboro.org](mailto:Aldermen@jonesboro.org)>

Cc: City Clerk <[CityClerk@jonesboro.org](mailto:CityClerk@jonesboro.org)>

Subject: Sidewalk ordinance

Dear City Council Members,

I am writing to respectfully ask that you don't allow industrial developers to be exempt from putting in sidewalks. They should be required to do that and not put that on the shoulders of taxpayers.

Thank you for your consideration.

Best,

Kathryn Burns

Department of Chemistry and Physics

[kburns@astate.edu](mailto:kburns@astate.edu)

(870) 972-3061