



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, June 8, 2010

3:45 PM

Huntington Building

Special Called Meeting

1. Call To Order

2. New Business

Resolutions To Be Introduced

RES-10:073 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE OAKHILL TERRACE DETENTION BASIN IMPROVEMENTS

Sponsors: Engineering

Attachments: [Contract Documents](#)

[Bid Tab](#)

[Plans](#)

RES-10:075 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A JOINT OWNERSHIP AND OPERATION AGREEMENT WITH CITY WATER & LIGHT (CWL) FOR THE PURCHASE OF A GPS BASE STATION, ACCEPT THE BID NUMBER 2010:15 AND APPROVE THE PURCHASE OF SURVEYING EQUIPMENT FROM NAVIGATION ELECTRONICS, INC.

Sponsors: Engineering

Attachments: [CWL Contract with Exhibit A](#)

[Bid Tab](#)

3. Adjournment



Legislation Details (With Text)

File #: RES-10:073 **Version:** 1 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 6/4/2010 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE OAKHILL TERRACE DETENTION BASIN IMPROVEMENTS
Sponsors: Engineering
Indexes:
Code sections:
Attachments: [Contract Documents](#)
[Bid Tab](#)
[Plans](#)

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE OAKHILL TERRACE DETENTION BASIN IMPROVEMENTS

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Oakhill Terrace Detention Basin Improvements;

WHEREAS, the low bidder and the firm selected for the Oakhill Terrace Detention Basin Improvements is Gillis, Inc.;

WHEREAS, Gillis, Inc. has bid \$145,975.76 for the Oakhill Terrace Detention Basin Improvements;

WHEREAS, funding for the execution of the contract shall come from the 2010 Capital Improvements budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Gillis, Inc. in the amount of \$145,975.76 for the Oakhill Terrace Detention Basin Improvements

Section 2. That funding for the execution of the contract shall come from the 2010 Capital Improvements budget 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.



Specifications

For

OAKHILL TERRACE DETENTION BASIN

(Bid #2010:13)
Jonesboro, Arkansas

City of Jonesboro • Engineering Department

P.O. Box 1845 • 307 Vine Street • Jonesboro, AR 72403 • 870.932.2438

**ADDENDUM NO. 1 – 2010:13
CITY OF JONESBORO
OAKHILL TERRACE DETENTION BASIN
MAY 20, 2010**

TO: Proposal Holders – 2010:13
SUBJECT: Specification Clarification

Item 1: Stormwater Pollution Prevention Plan (SWPPP) for Construction Activity

Shall become part of the specifications

Item 2: Earthwork Volume

Earthwork volume for this project is estimated to be 18,150 C.Y. Earthwork will be paid as a Lump Sum (LS) item.

Item 3: Unit Price Schedule

Item No. 04 Delete 18" ADS N-12 Slope Drain

Item No. 04 Add 18" CMP Slope Drain

A revised Unit Price Schedule is attached.

Item 4: Arkansas Prevailing Wage Determination

Shall become part of the specification (SGC.6 Minimum Wages)

LIST ADDENDUM NO. 1 ON THE ACKNOWLEDGEMENT FORM IN THE FRONT OF YOUR PROPOSAL. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND DATING THE FORM. ATTACH THIS ADDENDUM LETTER INSIDE THE FRONT COVER OF YOUR PROPOSAL. ACKNOWLEDGEMENT MUST BE MADE AND THE FORM RETURNED WITH THE PROPOSAL.

Sincerely,

Brent Watkins
Assistant City Engineer

Attachments

Stormwater Pollution Prevention Plan
For
Construction Activity

National Pollution Discharge Elimination System
General Permit # ARR150000

Prepared for:
Oak Hill Terrace
Detention Basin

City of Jonesboro

Date: 5/18/2010

**StormWater Pollution Prevention Plan
General Permit # ARR150000**

Project Name and Location:

Oak Hill Terrace Detention Basin

Operator Name and Address:

City of Jonesboro

307 Vine St. Jonesboro, AR 72401

A. Site Description

- 1) Vicinity Map and Pre-construction Topographic view:

Map inserted: Yes No

- 2) Project Description and Intended Use after NOT is filed:

Detention Basin

- 3) Sequence of Activities:

Install control measures, site preparation, excavate soil, sod and landscaping

- 4) Total Acres Available/Total Disturbed Area:

3.1/3.1

B. Responsible Parties-General Contractors, Inspectors, etc:

General Contractor-Unknown

Inspector- City of Jonesboro

C. Receiving Waters: (pg 19 of Part II)

- 1) Location of Surface Water on Construction Site

The following surface waters are located on the construction site:

None

- 2) The following bodies of water receive runoff from the construction site:

The City of Jonesboro Municipal Storm Sewer System, thence into
the Cache River

D. Site Map: See Attachment

E. Stormwater Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (pg 21 of Part II)

- a. Initial disturbed areas: **Entire site**
- b. Erosion and Sediment controls to retain sediment on-site: **All control measures were selected to retain sediment on-site to the maximum extent practical.**
- c. Replacement of inadequate controls: **All control measures have been properly selected, and will be installed and maintained in accordance with the manufacturer's specifications and good construction practices. At any time a control measure is deemed inadequate or was selected improperly, it will be replaced or modified to control all site situations.**
- d. Removal of off-site accumulations: **Removal of off-site accumulations will be performed daily**
- e. Maintenance of sediment traps/basins @ 50% capacity: **Sediment will be removed at 50% of the design capacity.**
- f. Litter, construction debris and chemicals properly handled: Yes No
- g. Off-site storage areas: Yes No.
If yes, then what controls are being used:

2. Stabilization Practices: (pg 21 of Part II)

- a. Description and schedule for stabilization: **Existing vegetation will be preserved where attainable and disturbed areas will be sodded within 7 days of finished construction.**
- b. Are Buffer Areas required: Yes No
If yes, are the Buffer Areas being used: Yes No
If they are required but not being used, please indicate the reason:
- c. Records of Stabilization will be retained for: **3 years**
- d. Deadlines for site stabilization: **Stabilization measures will be initiated as soon as practical where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased, except:**
 - 1. **Where the initiation of stabilization measures by the fourteenth (14th) day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures will be initiated as soon as practical.**
 - 2. **Where construction activity will resume on a portion of the site within twenty-one (21) days from when activities ceased, then stabilization measures will not be initiated on that portion of the site by the fourteenth (14th) day after construction activity temporarily ceased.**

3. Structural Practices: (pg 22 of Part II)

Silt Fences (installed and maintained), earthen berms, and rip-rap

F. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and all other activities that will generate wastes during the construction phase. (pg 23 of Part II)

1. Solid material control, debris and wastes:

All solid material will be placed in a dump truck and hauled-off daily.

2. Offsite vehicle tracking:

A 20' x 50' stabilized construction entrance/exit will be installed at the construction site entrance to minimize the tracking of sediments off-site.

3. Temporary sanitary facilities:

A temporary sanitary facility will placed on-site.

4. Concrete waste area:

A plastic lined excavated depression below natural ground will be constructed to accept all concrete wash-out from commercial concrete haulers.

5. Fuel storage, hazardous materials and truck washing areas:

None

G. Non-stormwater Discharges: (pg 10 of Part I)

List of Anticipated Allowable Non-Stormwater Discharges:

None

H. State or Local Plans: (pg 24 of Part II)

The municipality in which the construction activity occurs will be contacted to determine if there are erosion control and/or storm water runoff requirements in the city code, city ordinances or city permits. All applicable requirements will be met. Documentation of compliance is attached to this SWPPP.

Yes No

I. Inspections: (pg 24 of Part II)

Inspections will be conducted by a qualified inspector at one of the following frequencies:

Every 7 days or

Every 14 Days and within 24 hours after a 1/2 inch or greater rainfall event. (If this option is chosen, a rain gauge is required to be on-site. The SWPPP should also include a daily rainfall log.)

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance and reporting practices that will be used to maintain erosion and sediment controls at our construction site:

1. Inspection form (Attachment B)

2. All controls will be inspected to ensure that they meet the manufacture's specifications.

3. All site entrances and exits will be checked to ensure no off-site tracking.

4. All inspection reports will be maintained for a minimum of 3 years after permit termination.

5. In addition to inspection, records will be kept of the following:

a. Dates when major grading activities occur

b. Dates when construction activities cease in an area, temporarily or permanently.

c. Dates when an area is stabilized, temporarily or permanently.

J. Maintenance: All erosion and sediment control measure will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery** (pg 25 of Part II): Yes No. If no, please explain the reason:

Contractors: (pg 25 of Part II)

All contractors should be identified in the plan. If additional room is required, please attach a blank page with information after the plan certification.

Contractor Printed Name:		Contractor Signature:	
Contractor Contact Number:		Responsible for:	
Contractor Printed Name:		Contractor Signature:	
Contractor Contact Number:		Responsible for:	
Contractor Printed Name:		Contractor Signature:	
Contractor Contact Number:		Responsible for:	
Contractor Printed Name:		Contractor Signature:	
Contractor Contact Number:		Responsible for:	

Inspectors: (pg 25 of Part II)

Site inspectors should be identified in the plan. If additional room is required, please attach a blank page with information after the plan certification.

Inspector Printed Name:		Inspector Signature:	
Inspector Contact Number:			
Inspector Printed Name:		Inspector Signature:	
Inspector Contact Number:			

Plan Certification: (pg 26 of Part II)

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Printed Name:

Printed Title:

Signature:

Date:

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>
01	Demolition, Clearing & Grubbing ¹	201	EA	1	_____	_____
02	Earthwork ²	200	LS	1	_____	_____
03	Low Flow Concrete Swale	605	LF	437	_____	_____
04	18" CMP Slope Drain ³	606	LS	1	_____	_____
05	ADS Flared End (18")		EA	1	_____	_____
06	Rip Rap w/ Filter Fabric ⁴	816	TONS	42	_____	_____
07	Wingwalls & Concrete Apron	802	EA	1	_____	_____
08	6' Height Chain Link Fence	619	LF	114	_____	_____
09	Sod	624	SY	5,925	_____	_____
10	Seeding & Mulch	620	SY	8,350	_____	_____
11	Stabilized Construction Entrance ⁵		LS	1	_____	_____
12	Sediment Basin Outlet Structure ⁶		LS	1	_____	_____
13	Sediment Removal & Disposal ⁷	621	LS	1	_____	_____
14	Silt Fence	621	LF	190	_____	_____

For Unit Prices Purposes Only (Not to be part of bid price)

15	Undercut ⁸		CY	--	_____	_____
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Notes:

- 1 Demolition, clearing & grubbing cost shall include cost for coordination with appropriate utility owners in the removal of any utilities.
- 2 Earthwork shall include all excavation, embankment and haul off of excess earthwork and strippings.
- 3 Slope Drain price shall include modifications necessary to tie to existing CMP. Basis of payment of 18" CMP Slope Drain shall be accordance with 606.05 of the Standard Specifications, except payment will be by the Lump Sum (LS) and shall include CMP Elbows necessary for the installation of this 18" CMP Slope Drain.
- 4 Specified filter fabric shall be considered incidental to rip rap installation and shall be included in the cost for rip rap.
- 5 Filter fabric installation and removal of stabilized construction entrance shall be considered incidental to the stabilized construction entrance cost and included in the price.
- 6 Installation, maintenance and removal of sediment basin outlet structure and compacted earthen berm shall be included in Sediment Basin Outlet Structure cost.
- 7 All sediment removal and proper disposal shall be included in the cost and will be applied near the completion of the project, when the temporary sediment basin can be removed. Intermediate removals of sediment as necessary in accordance with the plans and specifications shall be included in the lump sum cost of Sediment Removal and Disposal as well.
- 8 Undercut shall be paid at the unit price on as needed basis as approved by the City Engineer. The unit price for Undercut shall include all undercut, disposal of undercut and replacement material.

MIKE BEEBE
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

JAMES SALKELD
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

May 17, 2010

Brent Watkins
City of Jonesboro
307 Vine St
Jonesboro, AR 72401

Re: OAKHILL TERRACE DETENTION BASIN
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY

Dear Mr. Watkins:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number 09-446 establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please email or fax a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in black ink, appearing to read "David Cornell".

David Cornell
Prevailing Wage Division

Enclosures

**Arkansas Department of Labor
Prevailing Wage Determination
HEAVY RATES**

Determination #: 09-446
Expiration Date: 11/17/2010
Survey#: 709-AH11

Date: 5/17/2010

Project: Oakhill Terrace Detention Basin

Site:

City: Jonesboro, Arkansas

Project County: Craighead

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Carpenter	\$13.55	
Concrete Finisher/Cement Mason	\$12.75	
Electrician/Alarm Installer	\$12.50	\$0.77
Ironworker (Including Reinforcing Work)	\$12.60	
Laborer	\$11.45	
Painter/Sheet Rock Finisher	\$15.60	
Pipelayer	\$11.45	
Truck Driver	\$11.50	\$0.73
Asphalt Paving Machine	\$13.00	
Backhoe - Rubber Tired (1 yard or less)	\$15.05	
Bulldozer, finish	\$16.00	
Bulldozer, rough	\$13.10	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$11.45	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$18.00	
Distributor	\$11.45	
Excavator	\$15.95	
Finishing Machine	\$11.95	
Front End Loader, finish	\$13.50	\$1.38
Mechanic	\$11.45	
Motor Patrol, finish	\$12.95	
Motor Patrol, rough	\$11.45	
Roller	\$11.45	
Trackhoe	\$13.00	
Tractor	\$11.45	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2009

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

**PROJECT: OAKHILL TERRACE DETENTION BASIN
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 09-446** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

ADDENDUM NO. 2 – 2010:13
CITY OF JONESBORO
OAKHILL TERRACE DETENTION BASIN
MAY 27, 2010

TO: Proposal Holders – 2010:13
SUBJECT: Allow use of CMP in Temporary Outlet Structure

Item 1: Plans

Corrugated Metal Pipe (CMP) may be substituted for HDPE (2) Pipe shown in the detail for "Temporary Sediment Basin Outlet" contained in the Plans.

LIST ADDENDUM NO. 2 ON THE ACKNOWLEDGEMENT FORM IN THE FRONT OF YOUR PROPOSAL. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND DATING THE FORM. ATTACH THIS ADDENDUM LETTER INSIDE THE FRONT COVER OF YOUR PROPOSAL. ACKNOWLEDGEMENT MUST BE MADE AND THE FORM RETURNED WITH THE PROPOSAL.

Sincerely,



Brent Watkins
Assistant City Engineer

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IX. GENERAL CONDITIONS

X. SUPPLEMENTAL GENERAL CONDITIONS

XI. SPECIAL CONDITIONS

XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the Oakhill Terrace Detention Basin will be received at the Purchasing Department of the City of Jonesboro City Hall, 515 West Washington Ave., Jonesboro, Arkansas until 2:00 P.M. (Local Time) on June 2, 2010 and then publicly opened and read for furnishing all labor, material, and equipment, and performing all work required to construct the Oakhill Terrace Detention Basin. All Submissions shall be annotated on the outside of the envelope with the bid number 2010:13.

The project consists of the demolition, grading, drainage improvements, erosion control and related incidental construction

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 Act 150 of 1965 (as amended), Arkansas Statutes, states that under certain conditions a Contractor must be licensed by the State Licensing Board for Contractors before he may undertake work in Arkansas. The Bidder shall comply with requirements of this Arkansas Law.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$25.00 Dollars per set from the City Collector at the City of Jonesboro City Hall, 515 West Washington Ave., Jonesboro, Arkansas 72401. A receipt showing proof of purchase will be required by the Engineering Department prior to obtaining plans. 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.

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 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.

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Oakhill Terrace Detention Basin, Bid Number 2010:13 and with the hour and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number 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 five (5) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any

obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the

quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

All Bidders, in order to submit a bonafide Proposal, must comply with the terms of Act 150 of the 1965 Acts of the Arkansas General Assembly, as amended.

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place Jonesboro AR
Date 6-2-10

Proposal of Gillis 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 Oakhill Terrace Detention Basin

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):

1 Dated 5-20-10
2 Dated 5-27-10

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 Five Percent Dollars (\$ 5%), 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.

Jackie Bluew
(Witness)

1335 E. Porter

Juneboro AR 72404
(Address)

Gillis Inc
(Name of Bidder)

By [Signature]
Jim Gillis, Pres
(Print Name and Title)

SEAL (If Bidder is a corporation)

1335 E. Porter
Juneboro, AR 72404
(Office Address of Bidder)

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

V. 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>
01	Demolition, Clearing & Grubbing ¹	201	EA	1	6,000.00	6,000.00
02	Earthwork ²	200	LS	1	83,448.26	83,448.26
03	Low Flow Concrete Swale	605	LF	437	27.00	11,799.00
04	18" CMP Slope Drain ³	606	LS	1	2,500.00	2,500.00
05	ADS Flared End (18")		EA	1	300.00	300.00
06	Rip Rap w/ Filter Fabric ⁴	816	TONS	42	71.00	2,982.00
07	Wingwalls & Concrete Apron	802	EA	1	7,500.00	7,500.00
08	6' Height Chain Link Fence	619	LF	114	12.00	1,368.00
09	Sod	624	SY	5,925	2.50	14,812.50
10	Seeding & Mulch	620	SY	8,350	.36	3,006.00
11	Stabilized Construction Entrance ⁵		LS	1	2,000.00	2,000.00
12	Sediment Basin Outlet Structure ⁶		LS	1	7,500.00	7,500.00
13	Sediment Removal & Disposal ⁷	621	LS	1	2,000.00	2,000.00
14	Silt Fence	621	LF	190	4.00	760.00
<u>For Unit Prices Purposes Only (Not to be part of bid price)</u>				<u>Total</u>		145,975.76
15	Undercut ⁸		CY	-	14.00	

Notes:

- 1 Demolition, clearing & grubbing cost shall include cost for coordination with appropriate utility owners in the removal of any utilities.
- 2 Earthwork shall include all excavation, embankment and haul off of excess earthwork and strippings.
- 3 Slope Drain price shall include modifications necessary to tie to existing CMP. Basis of payment of 18" CMP Slope Drain shall be accordance with 606.05 of the Standard Specifications, except payment will be by the Lump Sum (LS) and shall include CMP Elbows necessary for the installation of this 18" CMP Slope Drain.
- 4 Specified filter fabric shall be considered incidental to rip rap installation and shall be included in the cost for rip rap.
- 5 Filter fabric installation and removal of stabilized construction entrance shall be considered incidental to the stabilized construction entrance cost and included in the price.
- 6 Installation, maintenance and removal of sediment basin outlet structure and compacted earthen berm shall be included in Sediment Basin Outlet Structure cost.
- 7 All sediment removal and proper disposal shall be included in the cost and will be applied near the completion of the project, when the temporary sediment basin can be removed. Intermediate removals of sediment as necessary in accordance with the plans and specifications shall be included in the lump sum cost of Sediment Removal and Disposal as well.
- 8 Undercut shall be paid at the unit price on as needed basis as approved by the City Engineer. The unit price for Undercut shall include all undercut, disposal of undercut and replacement material.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 128815

KNOW ALL MEN BY THESE PRESENTS, that we Gillis Incorporated

1335 E Parker Rd, Jonesboro, AR 72404
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JONESBORO, AR

515 W Washington Ave Jonesboro, AR
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

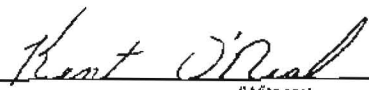
Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for CONSTRUCT DETENTION BASIN OAKHILL TERRACE
DETENTION BASIN BID # 2010113

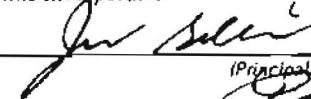
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 2nd day of June 2010 XXX

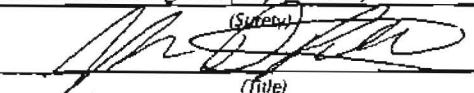

(Witness)


Kent O'Neal
(Witness)

Gillis Incorporated


(Principal) (Seal)
(Title)

Merchants Bonding Company (Mutual)


(Surety) (Seal)
(Title)
John D. Pollock Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: 128815

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John D Pollock

of **Mount Ida** and State of **AR** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

100000

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE I, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 12th day of March, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 12th day of March, 2010 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 2nd day of June, 2010



William Warner Jr.
Secretary

ANSWERS TO
STATEMENT OF BIDDER'S QUALIFICATIONS
CITY OF JONESBORO
OAKHILL TERRACE DETENTION BASIN
BID #2010:13

1. GILLIS, INC.
2. YES. CL# 0077450511 EXP 05-31-11
3. 1335 E PARKER RD., JONESBORO, AR 72404
4. 1979
5. ARKANSAS
6. SINCE 1996. 14 YEARS.
7.

STARTEK	06/10/10	\$242,236
DAN MADDOX	07/15/10	\$125,000
RITTER COMMUNICATION	12/15/10	\$398,143
CITY OF JONESBORO PROJECT A	12/15/10	\$138,500
8. SITEWORK, SUBDIVISIONS, DRAINAGE PROJECTS
9. NO
10. NO
11. NO
12.

DRAINAGE DIST 29 IMPROVEMENTS	\$149,900	05/10
ELITE AUTO	83,434	02/10
CENTRAL TOYOTA	94,500	12/09
AUTOWASH CARWASH	141,089	11/09
MARKED TREE FENCING	464,541	07/09
PINES DRAINAGE	276,985	09/08
VALLEY-OWENS (CITY OF JBORO)	403,991	09/08
BROOKSTONE SUBDIVISION	297,473	11/07
SOUTHBEND SUBDIVISION	192,602	10/08
BONO LAKE CLEARING	231,400	09/08

-
13. 325 CAT EXCAVATOR
2 - D5M DOZER
JOHN DEERE 200
14. 13 YEARS CONSTRUCTION WORK INCLUDING SIMILAR JOBS SUCH AS:
CENTRAL BAPTIST CHURCH – SITEWORK, BUILT DETENTION POND,
MOVED APRX 170,000 CY DIRT.
CORP OF ENGINEERS – REBUILD LEVEE AT TULOT ARKANSAS
BARRINGTON PARK – BUILT DETENTION POND, CUT LOTS AND
BUILT STREETS
MARKED TREE RAILROAD – BUILT 1 ½ MILES OF RAILROAD SPUR
15. JIM GILLIS, PRES – 33 YEARS IN BUSINESS. OPERATING/COORDINATING 3 CORPORATIONS
SIMUTANEOUSLY
JEANNIE GILLIS, SEC – RETIRED FROM ARK DEPT OF HEALTH (30+ YEARS), OVERSEES ALL
TRAINING AND SAFETY ASPECTS OF BUSINESSES—QUALITY CONTROL AND OFFICE
STAFF
ROBBIE SMART, JOB SUPERINTENDENT – 8 YEARS IN SUPERVISION OF CONSTRUCTION
AND FARM LEVELING WITH DIRT PANS.
16. \$600,000.00
17. INTEGRITY FIRST BANK. STACI BLANKENSHIP.
18. YES
19. SEE ORIGINAL INSERT PAGE FOR SIGNATURES.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Are you currently a licensed contractor by the State of Arkansas?

If so, what is your contractor's license number and expiration date?
3. Permanent main office address.
4. When organized.
5. If a corporation, where incorporated.
6. How many years have been engaged in the contracting business under your present firm or trade name?
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you?
10. Have you ever defaulted on a Contract?

If so, where and why?
11. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?

If so, where and why?
12. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
13. List your major equipment available for this Contract.
14. Experience in construction work similar in importance to this project.
15. Background and experience of the principal members of your organization, including the officers.

- 16. Credit available: \$ _____.
- 17. Give Bank reference: _____.
- 18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- 19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro AR this 2nd
 day of June, 2010.

Gillis Inc

(Name of Bidder)

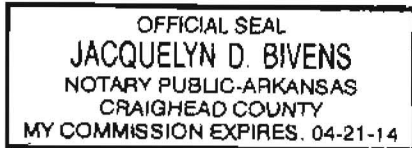
By [Signature]
 Title Pres

STATE OF Arkansas
 COUNTY OF Craighead) SS.

Jimm Gillis being duly sworn deposes and says that
 he is Pres of Gillis Inc
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 2 day of June, 2010.



[Signature]
 (Notary Public)

My Commission Expires:

4-21-14

VII. CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and
between Gillis, 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 Oakhill Terrace Detention Basin, in strict accordance with the Contract Documents, including all Addenda thereto

- Addendum 1 dated May 20, 2010
- Addendum 2 dated May 25, 2010
- _____ 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 Oakhill Terrace Detention Basin

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) - \$1,000,000/occurrence

and Property Damage

- \$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.

The City of Jonesboro shall be included on the policy as additional insured.

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 insurance policies referenced in GC.7.

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

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. A cut-off time shall be established near the last day of the month such as to allow sufficient time for the application to be prepared, approved by the Contractor, and submitted by the Engineer to the Owner by the first day of the successive month. The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting ten percent (10%) 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. After the project is fifty percent (50%) complete, no additional retainage beyond ten percent (10%) of the first fifty percent (50%) of the project cost will be withheld provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding until completion of the project at which time the retainage will be released with the final payment. 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.

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) The Local Public Agency will pay all other expenses.

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.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

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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 be paid for at the price bid for "Trench and Excavation Safety Systems". After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit 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 provisions of the Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-313 (1987) 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 provisions of the Arkansas Prevailing Wage Law, 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 Law.

The Contractor shall comply with all applicable provisions of the Arkansas Prevailing Wage Law 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 Arkansas Department of Labor, such determination covering rates for regular hours, and rates for holidays and overtime work (Arkansas Code Ann. §§ 22-9-308(b)(2) and §§ 22-9-308(c)).
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined (Arkansas Code Ann. §§ 22-9-309(a)).
- (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 Arkansas 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 Arkansas Department of Labor are minimum 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.

INSERT WAGE RATES HERE

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 on and adjacent to vacant lots located between 1707 Oak Avenue and 1805 Oak Avenue, near the intersection of Oak Avenue and Freeman Street. 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 the Oakhill Terrace Detention Basin.

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 with 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, 307 Vine Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

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

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

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

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 TESTING, INSPECTION AND CONTROL

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

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

Oakhill Terrace Detention Basin

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

Oakhill Terrace Detention Basin

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 Oakhill Terrace Detention Basin
and to maintain the said Improvement in good condition for a period of one (1) year from the date of
acceptance of the improvements.

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

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

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

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1

Standard Specifications for Highway Construction
Arkansas State and Highway Department, Edition of 2003

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.



Budgeted Amount \$200,000.00

Opened by
Tabulated by

S A Kent
T Cooper

Bid #: 2010:13
Date: 06/02/10

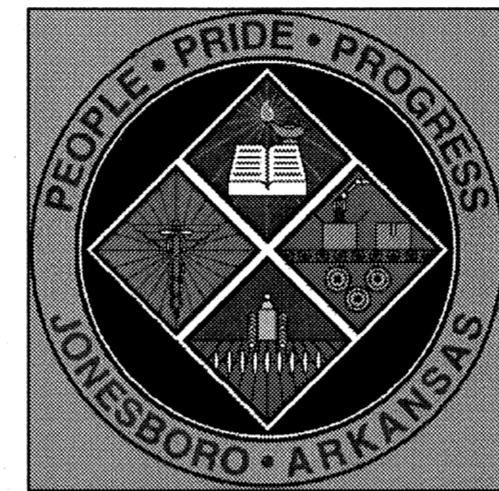
DIVISIONS/DEPARTEMENT: Engineering - Oakhill Terrace Detention Basin	Cameron Construction	Gillis, Inc.	Garry Meadows Construction	Tate General Contractors			
--	-------------------------	--------------	-------------------------------	-----------------------------	--	--	--

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	Unit	Amount	
1	1	Demolition, Clearing & Grubbing	\$	25,000.00	\$	25,000.00	\$	6,000.00	\$	6,000.00	\$	9,378.00	\$	9,378.00	
2	1	Earthwork	\$	79,500.00	\$	79,500.00	\$	83,448.26	\$	83,448.26	\$	113,173.50	\$	113,173.50	
3	437	Low Flow Concrete Swale	\$	32.75	\$	14,311.75	\$	27.00	\$	11,799.00	\$	51.22	\$	22,383.14	
4	1	18" CMP Slope Drain	\$	2,600.00	\$	2,600.00	\$	2,500.00	\$	2,500.00	\$	2,066.00	\$	2,066.00	
5	1	ADS Flared End (18")	\$	250.00	\$	250.00	\$	300.00	\$	300.00	\$	370.00	\$	370.00	
6	42	Rip Rap w/ Filter Fabric	\$	42.75	\$	1,795.50	\$	71.00	\$	2,982.00	\$	27.00	\$	1,134.00	
7	1	Wingwalls & Concrete Apron	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	6,316.00	\$	6,316.00	
8	114	6' High Chain Link Fence	\$	25.00	\$	2,850.00	\$	12.00	\$	1,368.00	\$	15.00	\$	1,710.00	
9	5925	Sod	\$	3.00	\$	17,775.00	\$	2.50	\$	14,812.50	\$	3.00	\$	17,775.00	
10	8350	Seeding & Mulch	\$	0.50	\$	4,175.00	\$	0.36	\$	3,006.00	\$	0.50	\$	4,175.00	
11	1	Stabilized Construction Entrance	\$	2,500.00	\$	2,500.00	\$	2,000.00	\$	2,000.00	\$	697.00	\$	697.00	
12	1	Sediment Basin Outlet Structure	\$	8,000.00	\$	8,000.00	\$	7,500.00	\$	7,500.00	\$	6,208.00	\$	6,208.00	
13	1	Sediment Removal & Disposal	\$	2,500.00	\$	2,500.00	\$	2,000.00	\$	2,000.00	\$	500.00	\$	500.00	
14	190	Silt Fence	\$	3.25	\$	617.50	\$	4.00	\$	760.00	\$	2.90	\$	551.00	
				\$	169,374.75		\$	145,975.76		\$	186,436.64		\$	200,241.00	
15		Undercut	\$	20.00			\$	14.00			\$	16.50		\$	15.00
		Signed		Yes			Yes				Yes			Yes	
		Bid Bond		Yes			Yes				Yes			Yes	
		Qualifications		Yes			Yes				Yes			Yes	
		Addendums 1 & 2		Yes			Yes				Yes			Yes	

OAK HILL TERRACE DETENTION BASIN

CITY OF JONESBORO
CRAIGHEAD COUNTY
ARKANSAS



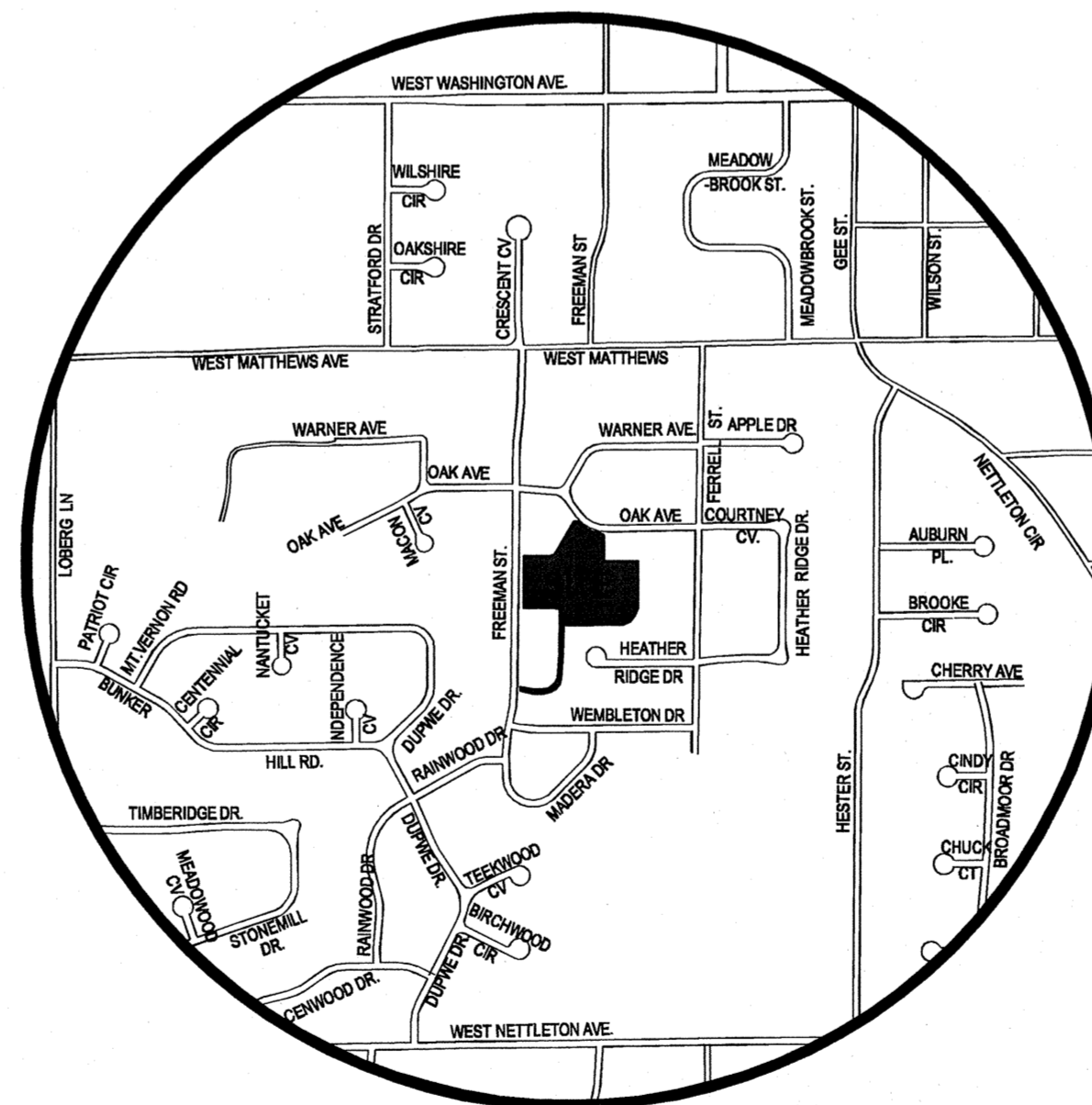
ENGINEER



FISHER & ARNOLD, INC.

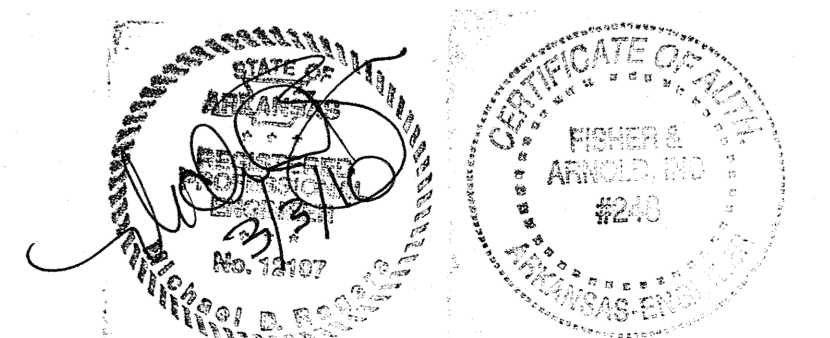
9180 Crestwyn Hills Drive • Memphis, Tennessee 38125-8538
901-748-1811 • Fax: 901-748-3115 • Web: www.fisherarnold.com

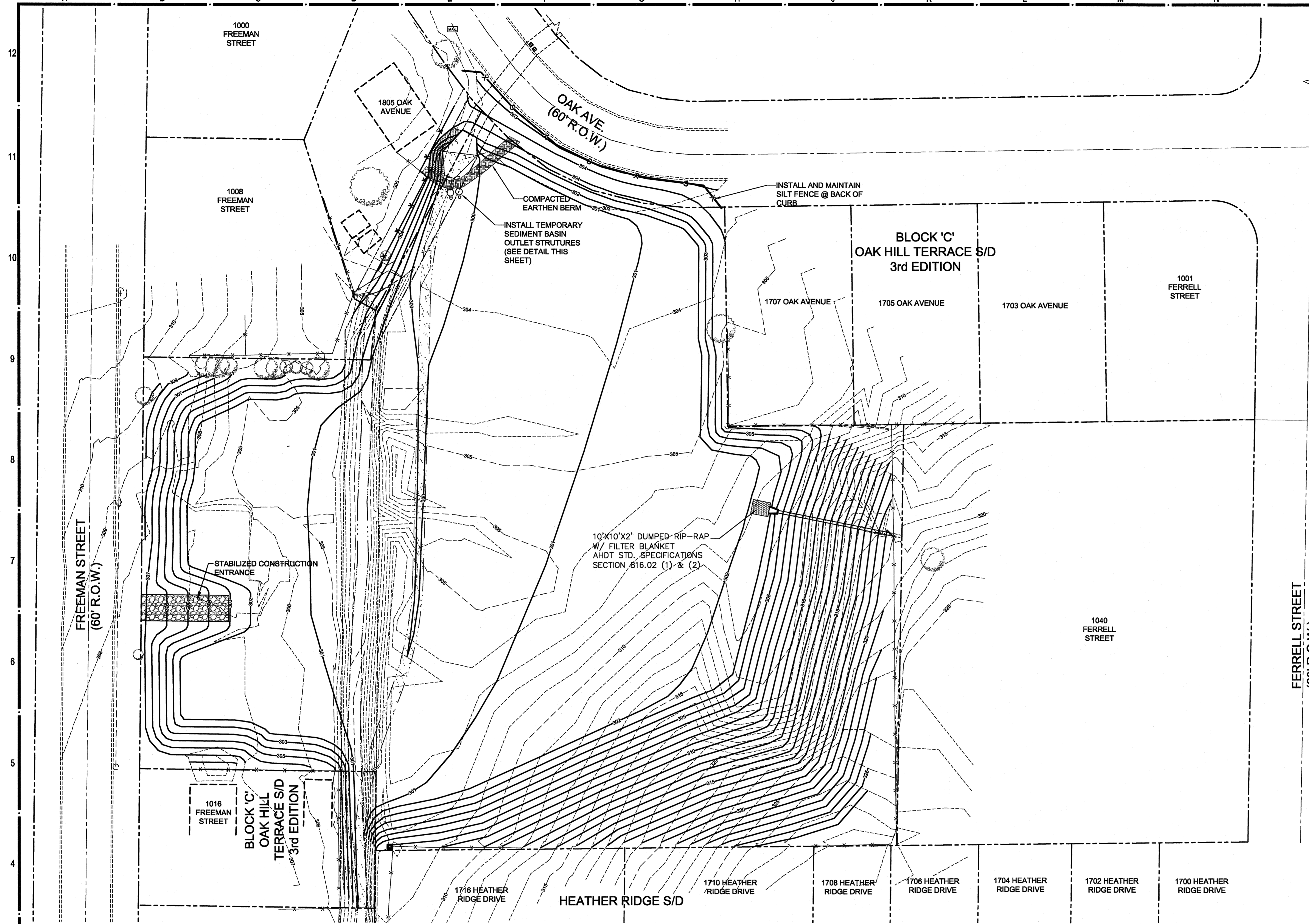
Architects • Engineers • Environmental Consultants • Interior Designers • Landscape Architects • Planners • Surveyors



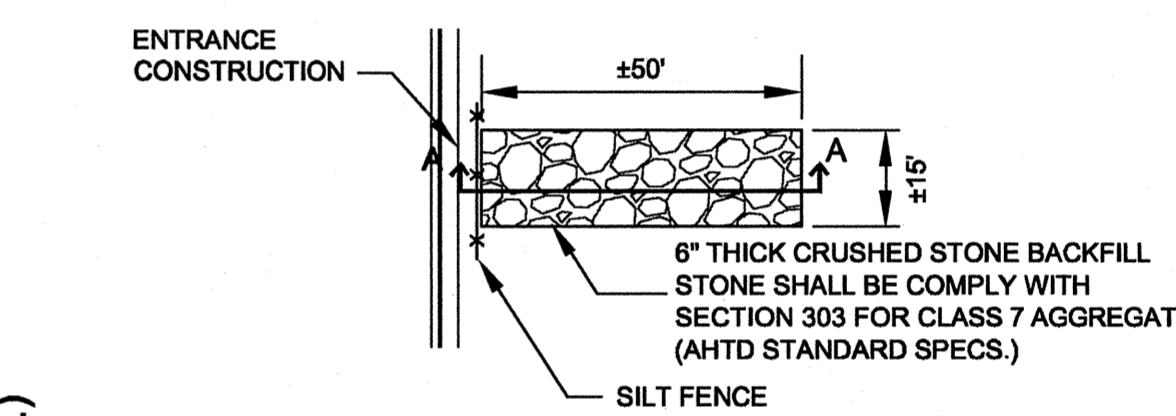
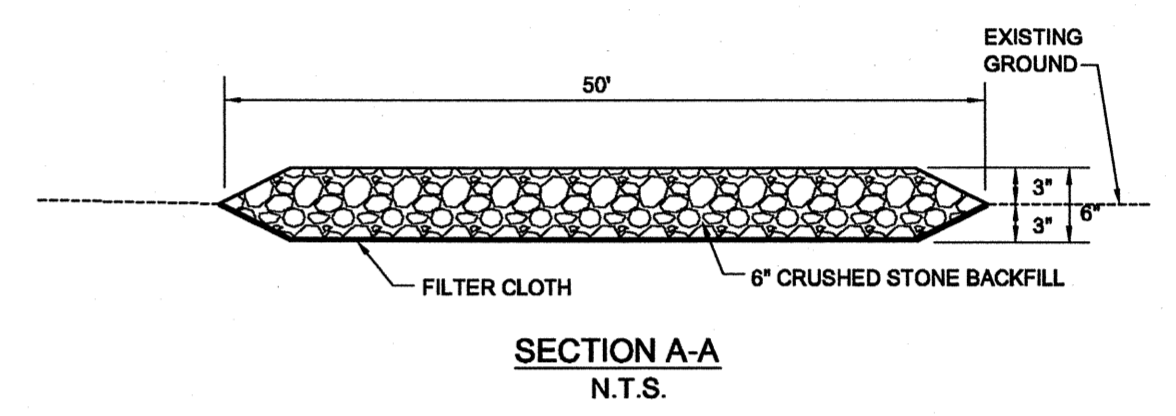
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EXISTING PLAN	20
DEMOLITION PLAN	30
GRADING AND DRAINAGE PLAN	40
EROSION CONTROL PLAN	50
STRUCTURAL DETAILS	60





- NOTES:**
1. THE CONTRACTOR SHALL EXCAVATE DETENTION POND TO LINES AND GRADES SHOWN. EXCAVATION SHALL BE DONE IN AN ORDERLY MANNER AS TO MINIMIZE THE AMOUNT OF EXPOSED SOIL AT ANY ONE TIME.
 2. THE CONTRACTOR SHALL ADHERE STRICTLY TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT HAS BEEN PREPARED FOR THIS PROJECT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE BEST MANAGEMENT PRACTICES (BMP'S) DETAILED IN THE SWPPP, THROUGHOUT THE CONSTRUCTION PERIOD.
 4. THE CONTRACTOR IS CAUTIONED THAT ADDITIONS TO OR MODIFICATIONS OF THE SWPPP MAY BE REQUIRED DURING THE CONSTRUCTION PERIOD TO PREVENT CONTAMINANTS FROM LEAVING THE PROJECT SITE. THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN THESE ADDITIONAL CONTROL MEASURES AS DIRECTED BY THE OWNER AT NO ADDITIONAL COST.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL SOIL STABILIZATION OF THE PROJECT LIMITS INCLUDING THE ESTABLISHMENT OF VEGETATIVE COVER AND INSTALLATION OF PERMANENT EROSION CONTROL MEASURES AS SPECIFIED.
 6. CONTRACTOR SHALL INSTALL BERMUDA SOD ON ALL BANKS OF DETENTION PONDS FROM TOE TO TOP OF SLOPE.
 7. CONTRACTOR SHALL SECURE PROJECT LIMITS DURING THE CONSTRUCTION PERIOD WITH TEMPORARY BARRIER FENCING AND SIGNS LIMITING ACCESS.
 8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
 9. PRIOR TO REMOVAL OF TEMPORARY SEDIMENT BASIN OUTLET, ALL ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF OFF-SITE, AND ALL DISTURBED AREAS STABILIZED.



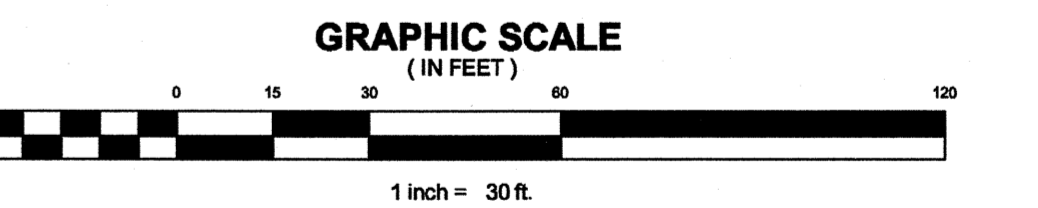
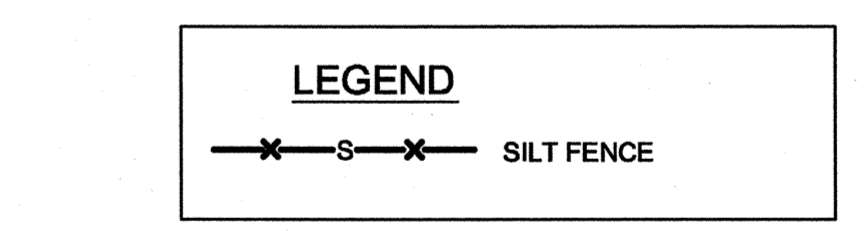
NOTE:
ADDITIONAL STONE MAY HAVE TO BE ADDED PERIODICALLY TO MAINTAIN PROPER FUNCTIONING OF THE PAD.

IF THE CRUSHED STONE DOES NOT ADEQUATELY REMOVE THE MUD FROM THE VEHICLE WHEELS, THE WHEELS SHOULD BE HOSED OFF BEFORE THE VEHICLE ENTERS A PUBLIC STREET.

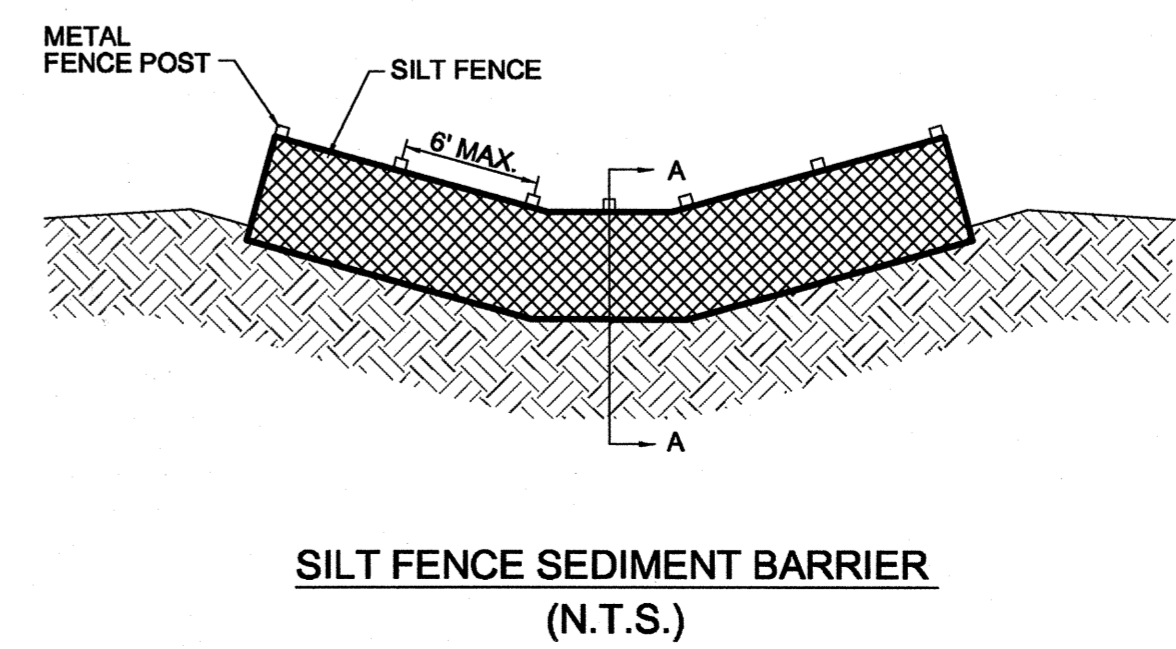
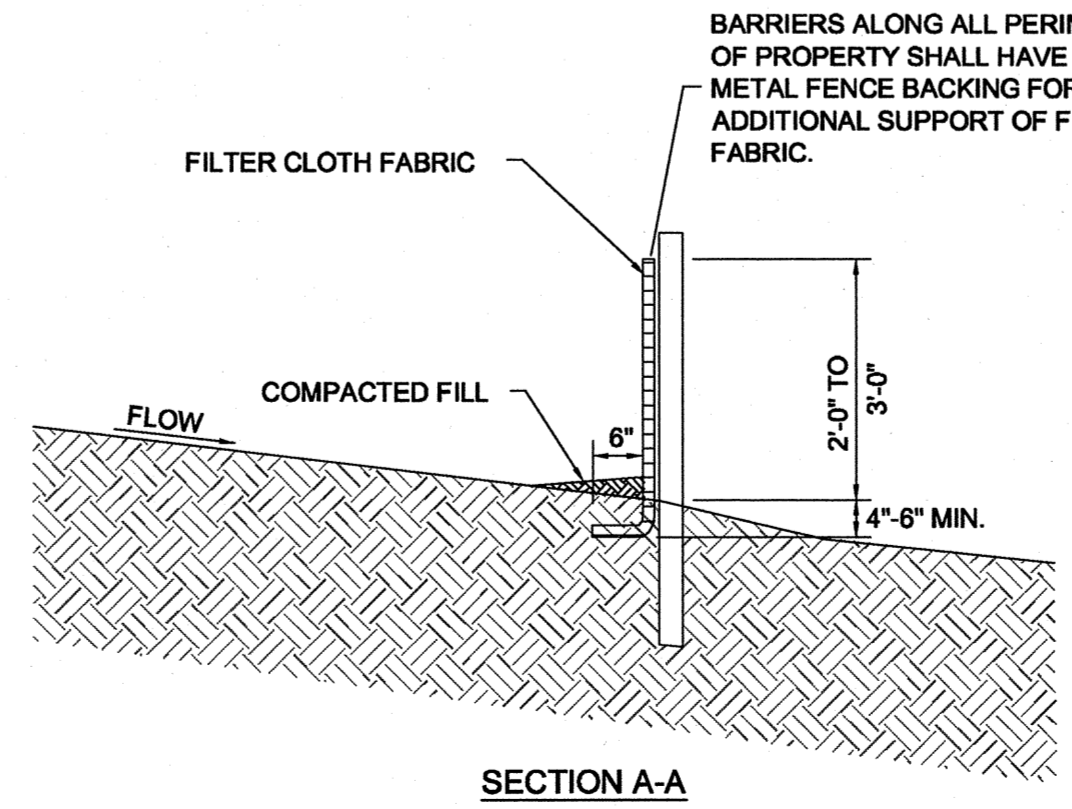
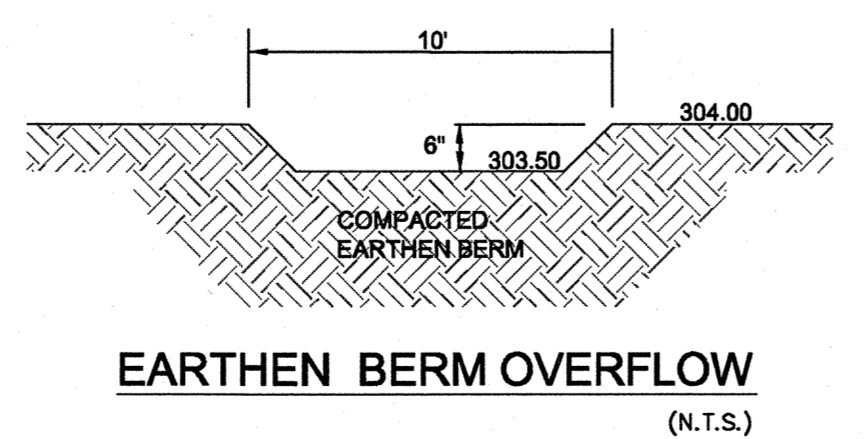
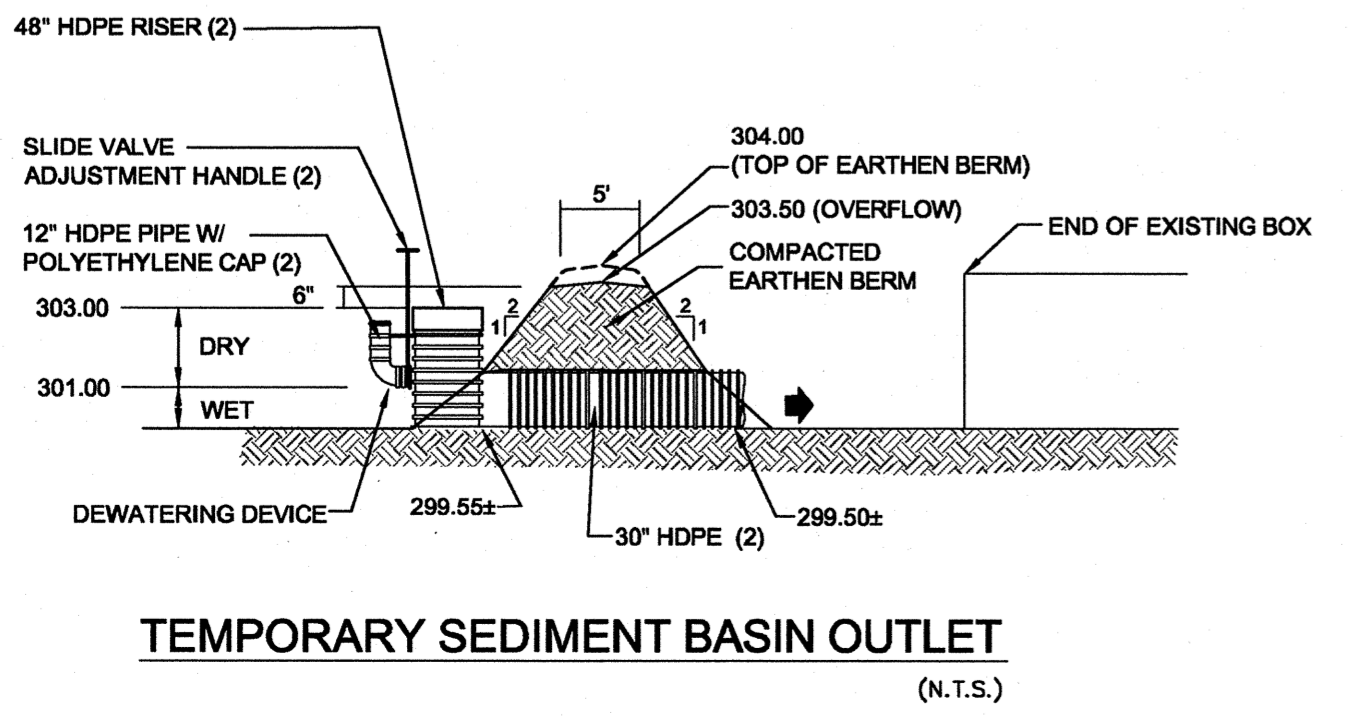
THE WASHING SHOULD BE DONE ON AN AREA COVERED WITH CRUSHED STONE, AND THE WASTE WATER SHOULD DRAIN TO SEDIMENT TRAP OR SEDIMENT BARRIER.

REPLACE SILT FENCE AT THE END OF EACH WORK DAY.

STABILIZED CONSTRUCTION ENTRANCE
N.T.S.



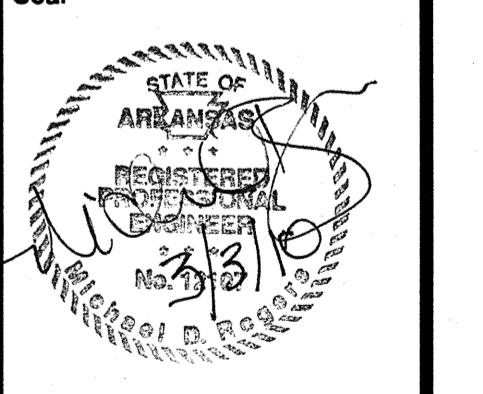
- NOTES:**
1. THE EARTHEN EMBANKMENT SHALL BE CHECKED REGULARLY & REPAIRED AS NECESSARY TO MAINTAIN FUNCTION.
 2. SEDIMENT SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE ON A REGULAR BASIS. AT NO TIME SHALL SEDIMENT BE ALLOWED TO BUILD UP MORE THAN 1/3 OF THE RISER HEIGHT.



FISHER & ARNOLD, INC.
 9180 Casswyn Hills Drive • Memphis, Tennessee 38125-8538
 901-748-1811 • Fax: 901-748-3115 • Web: www.fishernard.com
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**OAK HILL TERRACE
 DETENTION BASIN
 JONEBORO, ARKANSAS**

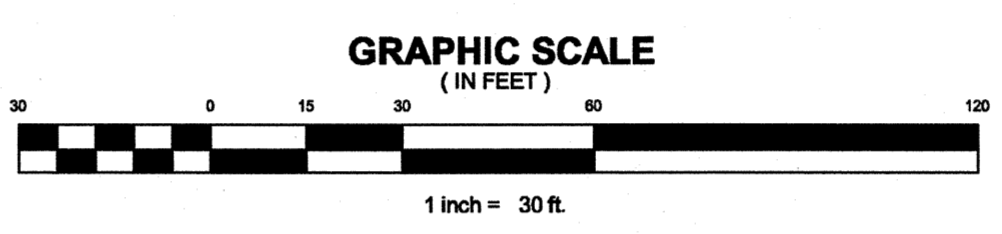
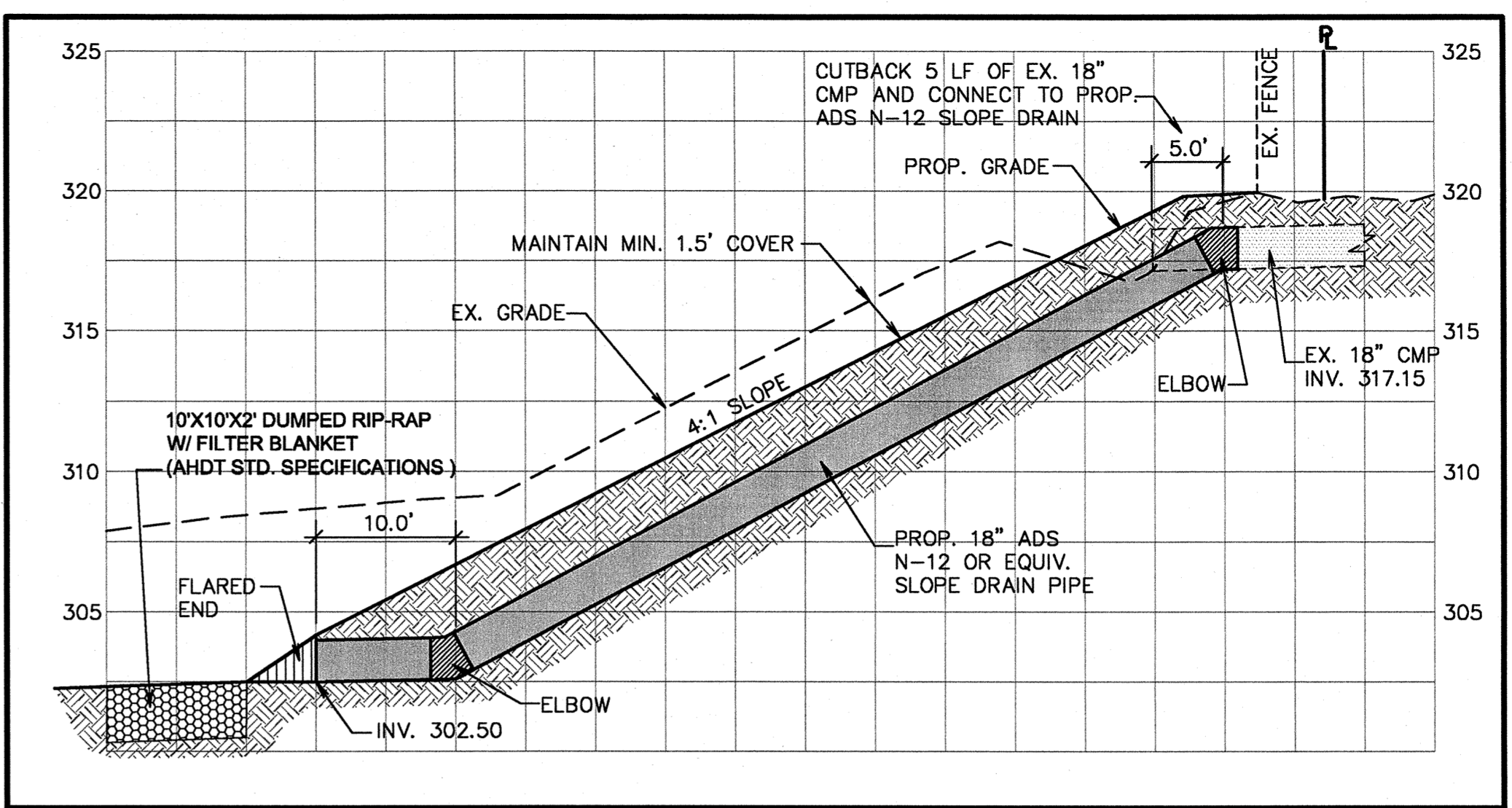
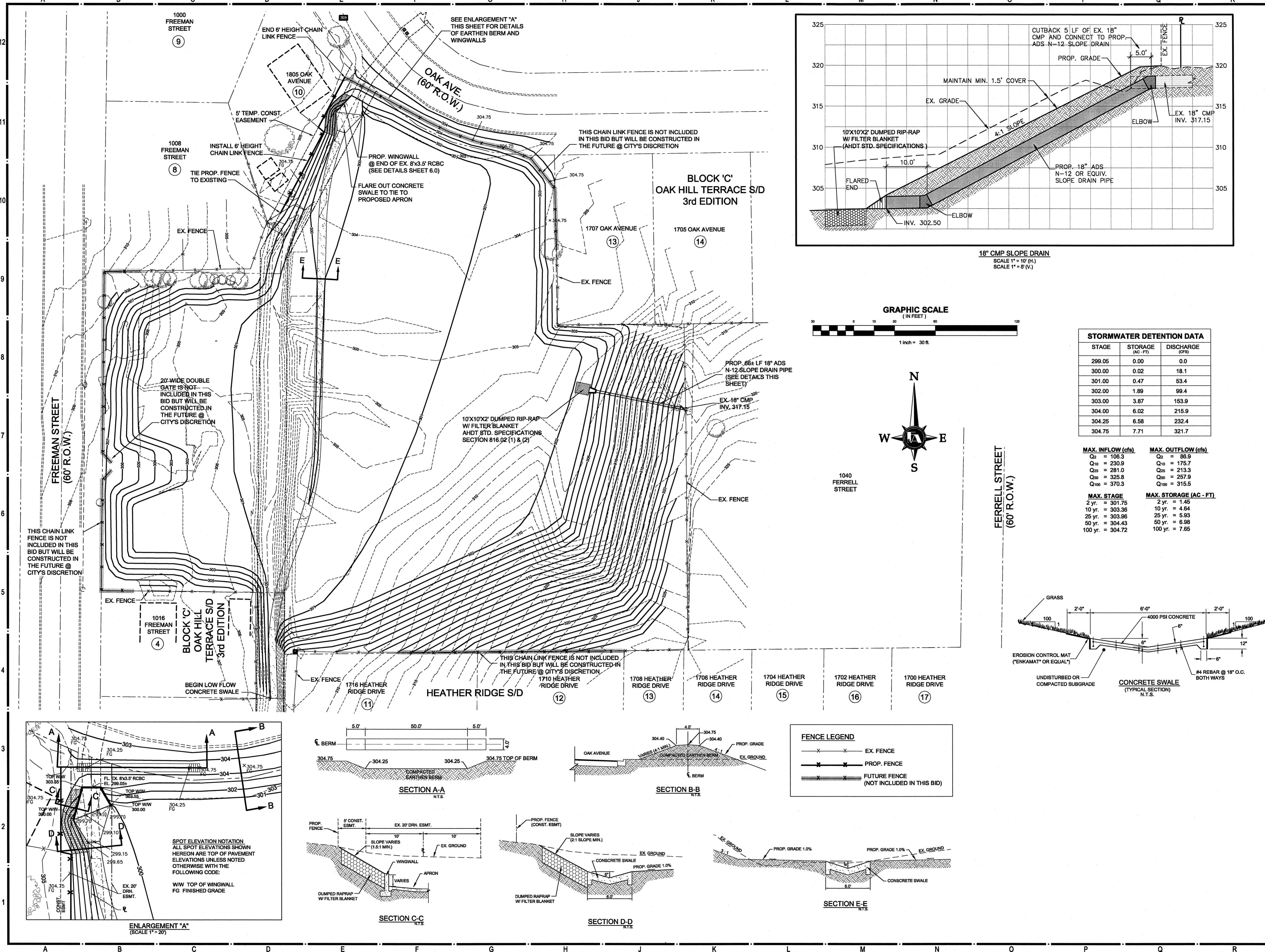
Rev.	Date	Revision Description



Issue Date: 02-12-2010
 Project No: B6218
 Drawn By: SN
 Checked By: MDR
 Sheet Title:

EROSION CONTROL PLAN

5.0
 SHEET 1 OF 1

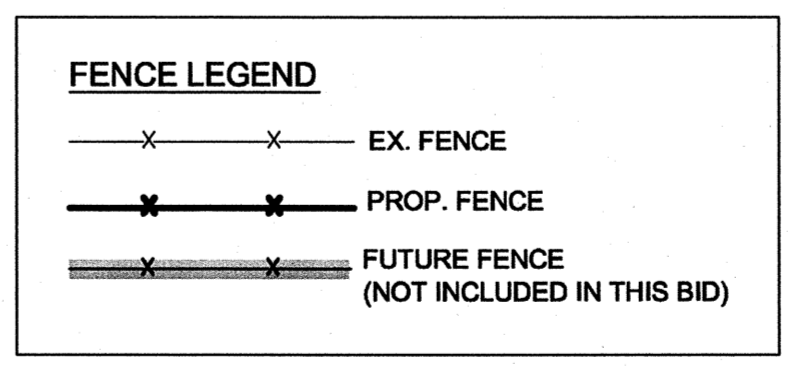
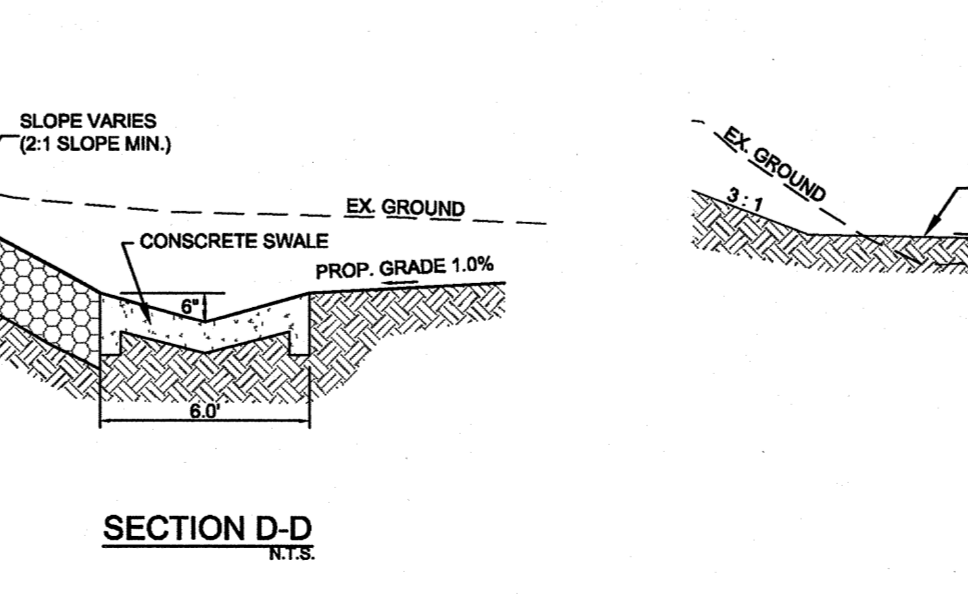
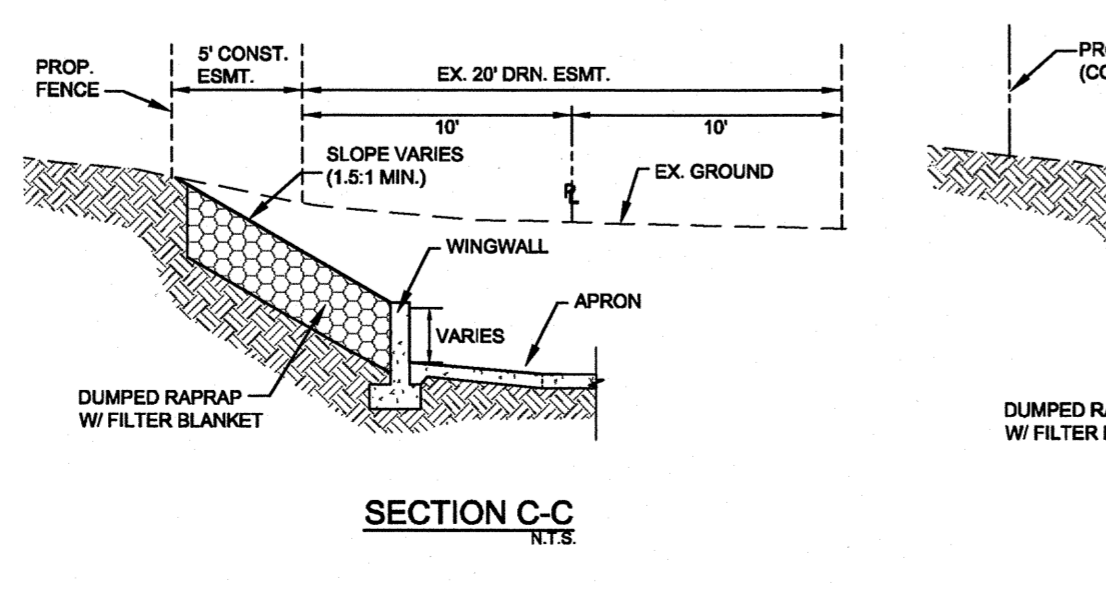
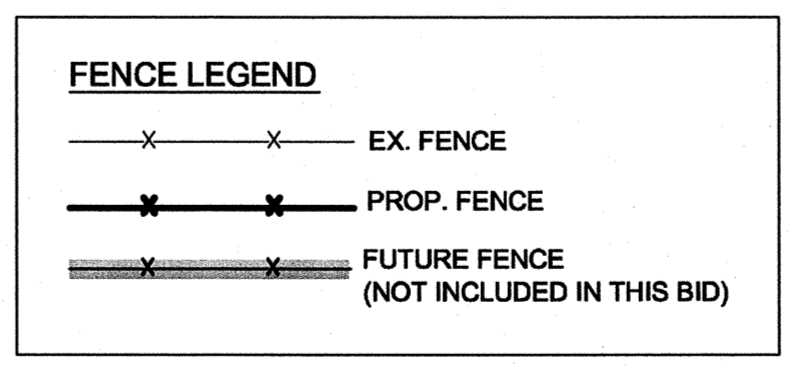
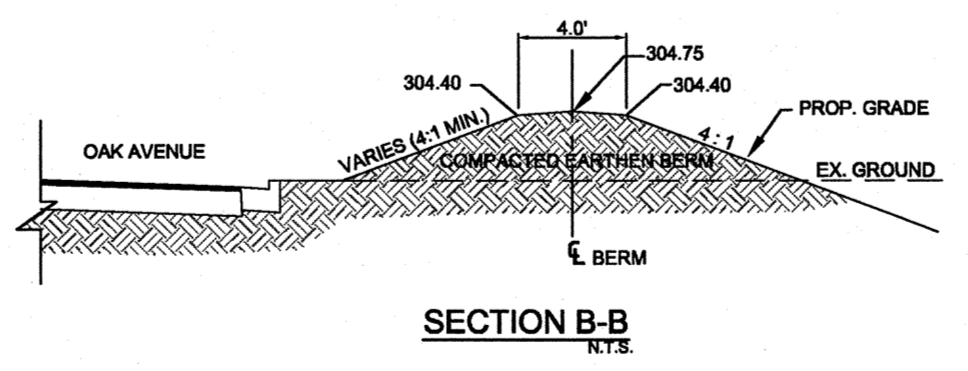
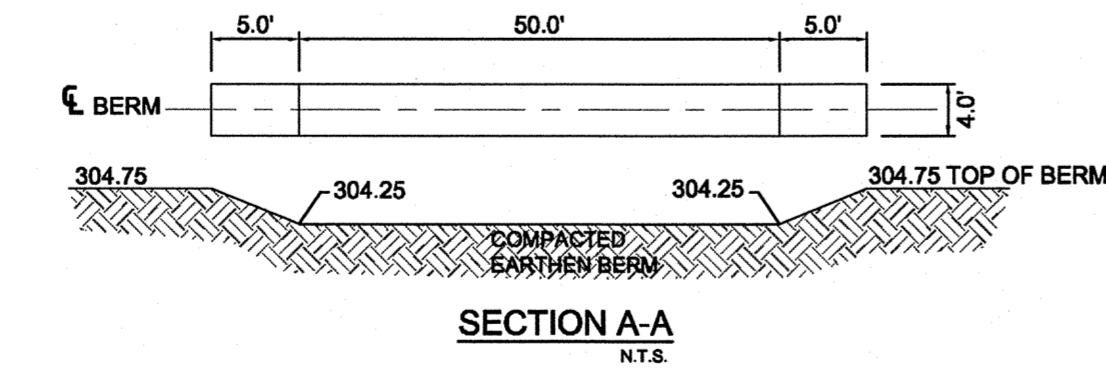
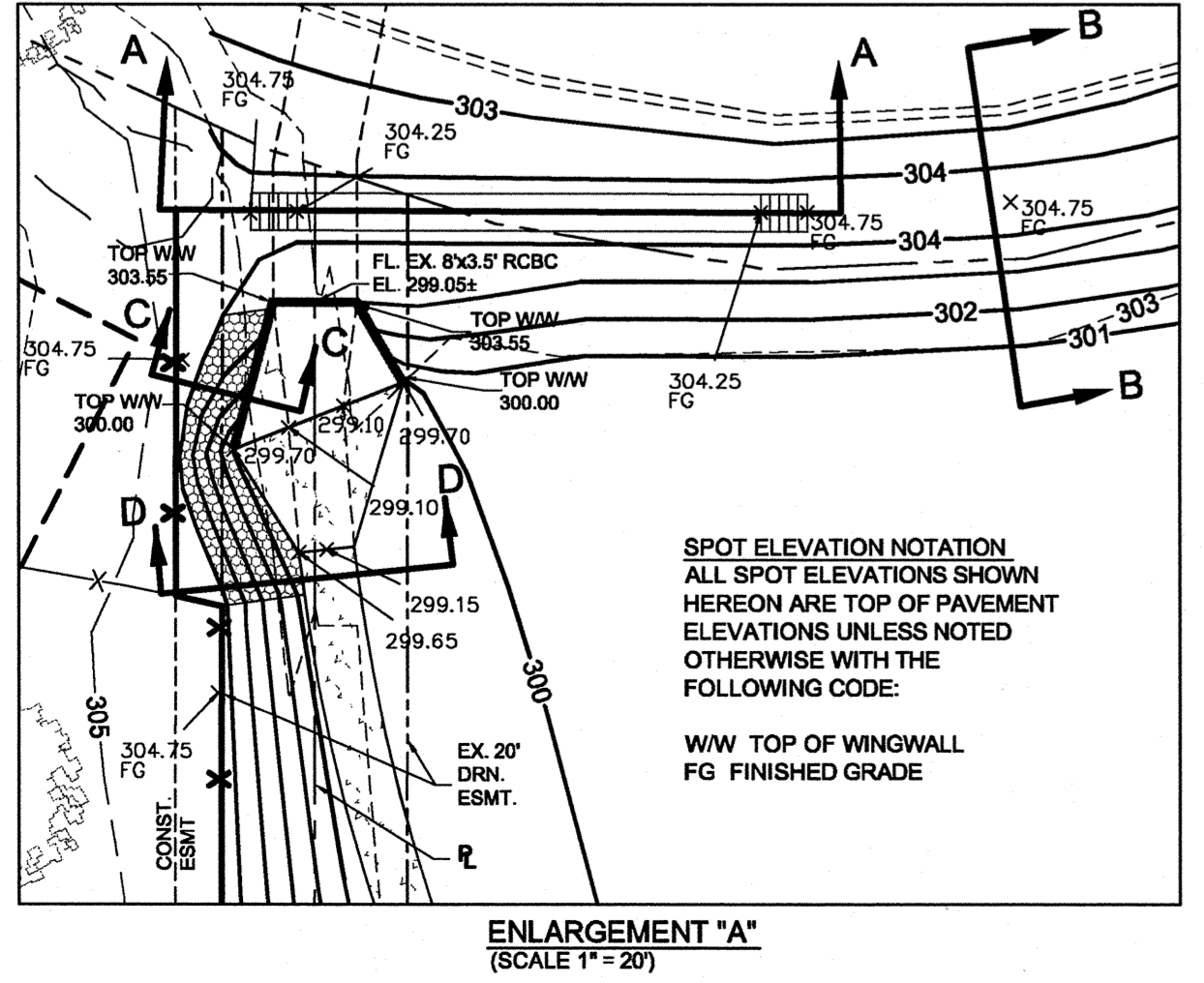
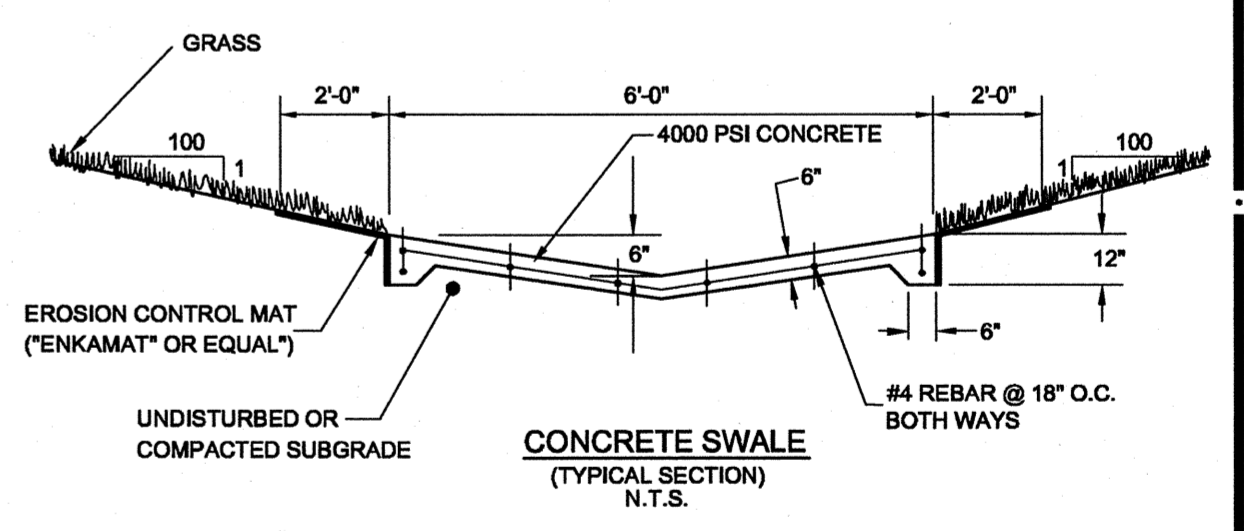


STORMWATER DETENTION DATA

STAGE	STORAGE (AC-FT)	DISCHARGE (CFS)
299.05	0.00	0.0
300.00	0.02	18.1
301.00	0.47	53.4
302.00	1.89	99.4
303.00	3.87	153.9
304.00	6.02	215.9
304.25	6.58	232.4
304.75	7.71	321.7

MAX. INFLOW (cfs)		MAX. OUTFLOW (cfs)	
Q ₂ = 106.3	Q ₂ = 86.9	Q ₂ = 86.9	Q ₂ = 86.9
Q ₁₀ = 230.9	Q ₁₀ = 175.7	Q ₁₀ = 175.7	Q ₁₀ = 175.7
Q ₂₅ = 281.0	Q ₂₅ = 213.3	Q ₂₅ = 213.3	Q ₂₅ = 213.3
Q ₅₀ = 325.8	Q ₅₀ = 257.9	Q ₅₀ = 257.9	Q ₅₀ = 257.9
Q ₁₀₀ = 370.3	Q ₁₀₀ = 315.5	Q ₁₀₀ = 315.5	Q ₁₀₀ = 315.5

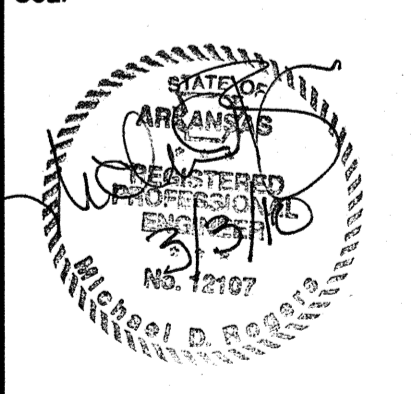
MAX. STAGE		MAX. STORAGE (AC-FT)	
2 yr. = 301.75	2 yr. = 1.45	2 yr. = 1.45	2 yr. = 1.45
10 yr. = 303.36	10 yr. = 4.64	10 yr. = 4.64	10 yr. = 4.64
25 yr. = 303.96	25 yr. = 5.93	25 yr. = 5.93	25 yr. = 5.93
50 yr. = 304.43	50 yr. = 6.98	50 yr. = 6.98	50 yr. = 6.98
100 yr. = 304.72	100 yr. = 7.65	100 yr. = 7.65	100 yr. = 7.65



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**OAK HILL TERRACE
 DETENTION BASIN
 JONEBORO, ARKANSAS**

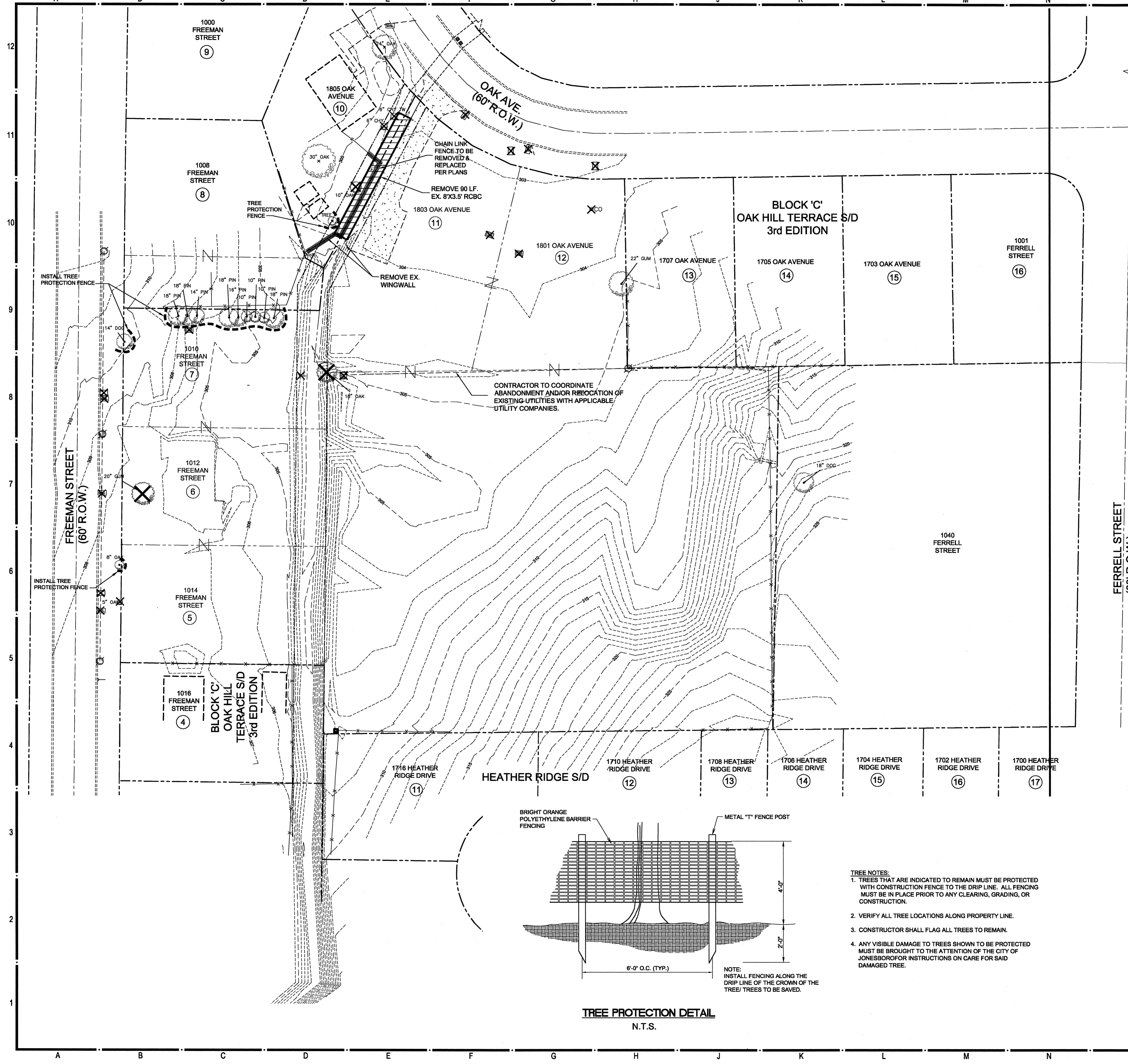
Rev.	Date	Revision Description



Issue Date: 02-12-2010
 Project No: B6218
 Drawn By: SN
 Checked By: MDR
 Sheet Title:

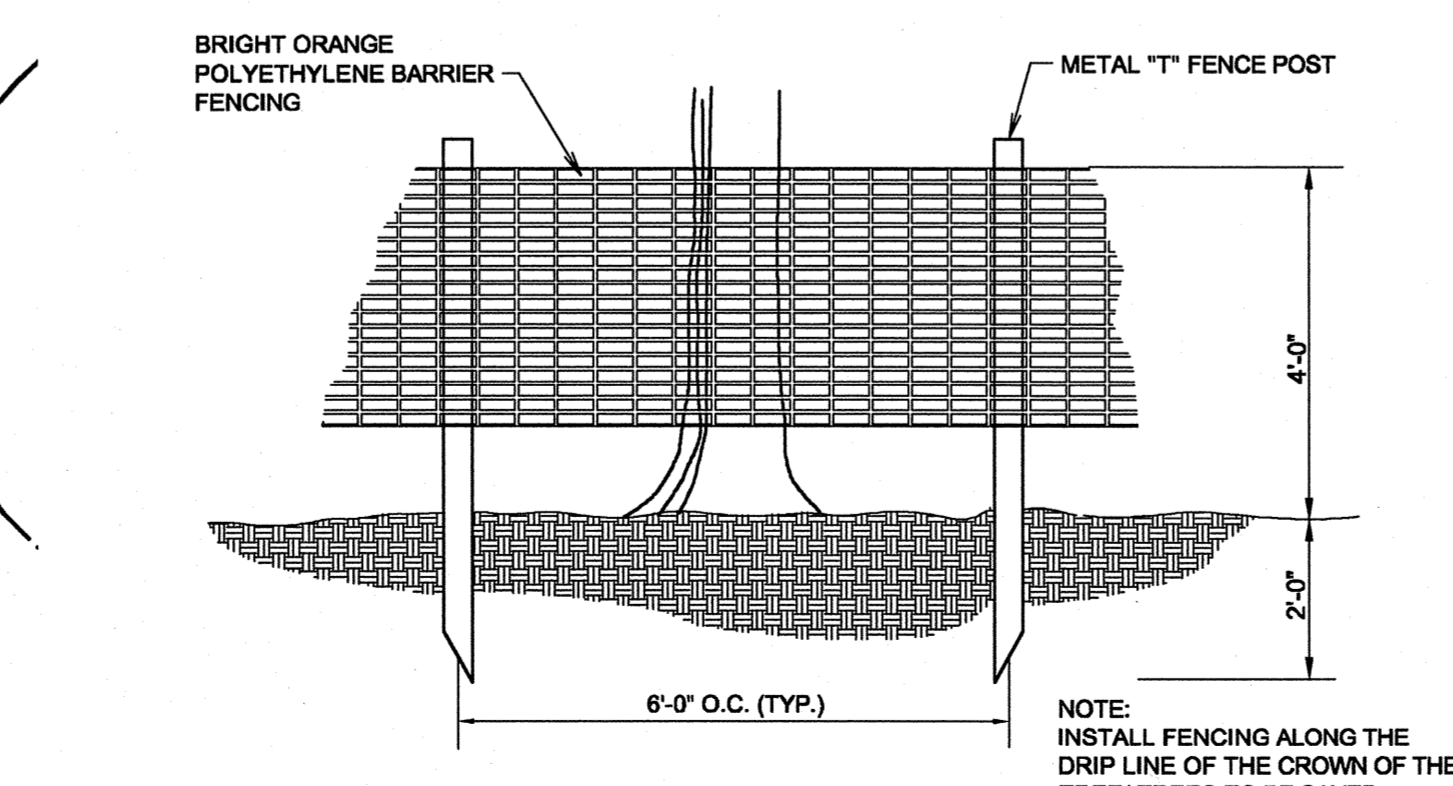
**GRADING &
 DRAINAGE PLAN**

4.0
 SHEET 1 OF 1

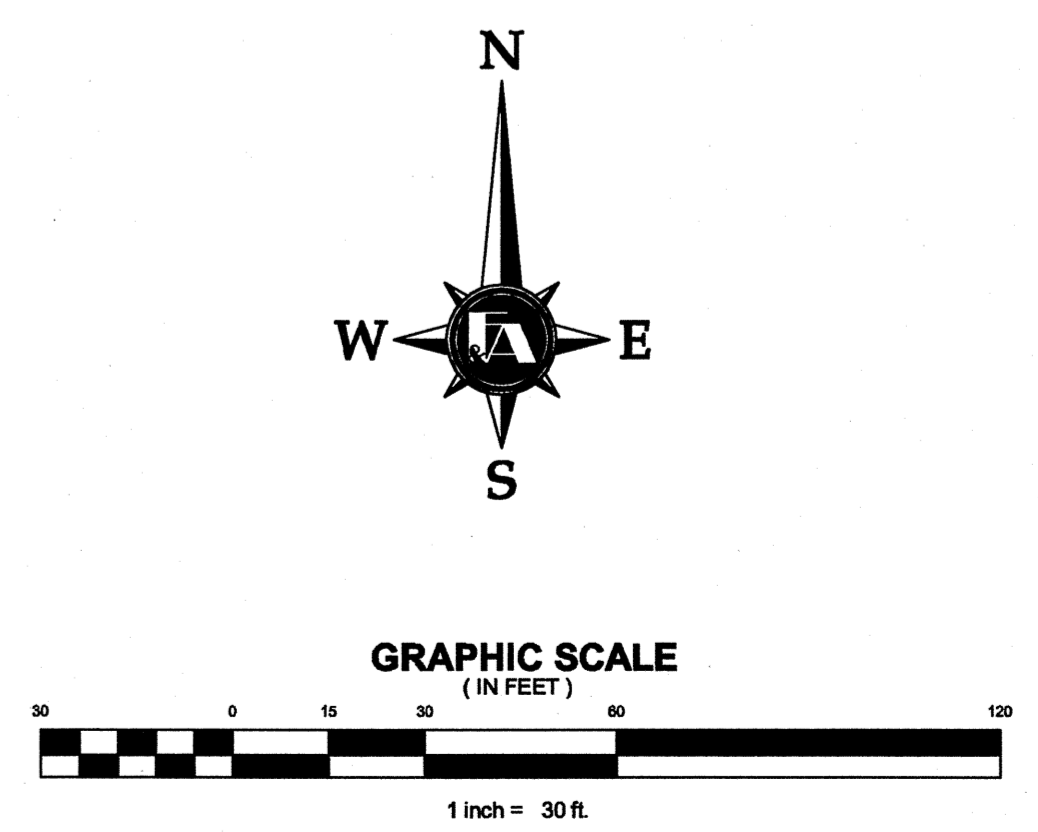


- NOTES:
- EXISTING CURB, AND SIDEWALK SHOWN TO BE REMOVED SHALL BE SAW-CUT OR REMOVED TO NEAREST CONSTRUCTION JOINT AND HAULED OFF SITE TO AN APPROPRIATE DUMPING FACILITY.
 - THE LOCATION OF ALL UNDERGROUND UTILITIES IS APPROXIMATE AND NOT NECESSARILY ALL OF THE SAME. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT SAID FACILITIES.
 - ALL REQUIRED PERMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - THE CONTRACTOR SHALL REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.
 - ALL CONSTRUCTION AND MATERIALS SHALL BE AS PER CITY OF JONESBORO STANDARD CONSTRUCTION SPECIFICATIONS.
 - CONTRACTOR TO COORDINATE WITH JONESBORO LIGHT GAS AND WATER DIVISION FOR RELOCATION AND/OR ABANDONMENT OF EXISTING POWER, GAS AND WATER UTILITIES.
 - CONTRACTOR TO COORDINATE WITH BELLSOUTH FOR RELOCATION AND/OR ABANDONMENT OF EXISTING TELEPHONE LINES.
 - THIS PLAN IS INTENDED AS A GUIDE ONLY. THE CONTRACTOR SHOULD FAMILIARIZE HIMSELF WITH THE SITE AND BE PREPARED TO REMOVE ANY EXISTING IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS.

- LEGEND
- 22" DIA. OAK (TREE TO BE PRESERVED)
 - 30" DIA. OAK (TREE TO BE REMOVED)
 - TREE PROTECTION FENCING
 - DRIVEWAY / DRIVEWAY CONC. PAVEMENT TO BE SCARIFIED & REMOVED.
 - EX. FENCE TO BE REMOVED



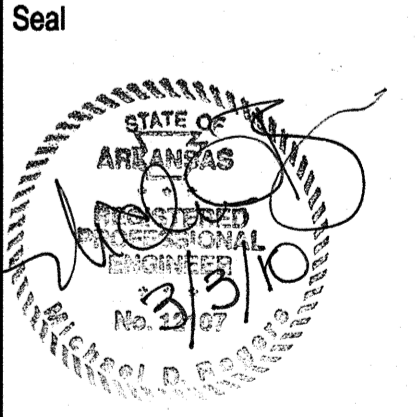
- TREE NOTES:
- TREES THAT ARE INDICATED TO REMAIN MUST BE PROTECTED WITH CONSTRUCTION FENCE TO THE DRIP LINE. ALL FENCING MUST BE IN PLACE PRIOR TO ANY CLEARING, GRADING, OR CONSTRUCTION.
 - VERIFY ALL TREE LOCATIONS ALONG PROPERTY LINE.
 - CONSTRUCTOR SHALL FLAG ALL TREES TO REMAIN.
 - ANY VISIBLE DAMAGE TO TREES SHOWN TO BE PROTECTED MUST BE BROUGHT TO THE ATTENTION OF THE CITY OF JONESBORO FOR INSTRUCTIONS ON CARE FOR SAID DAMAGED TREE.



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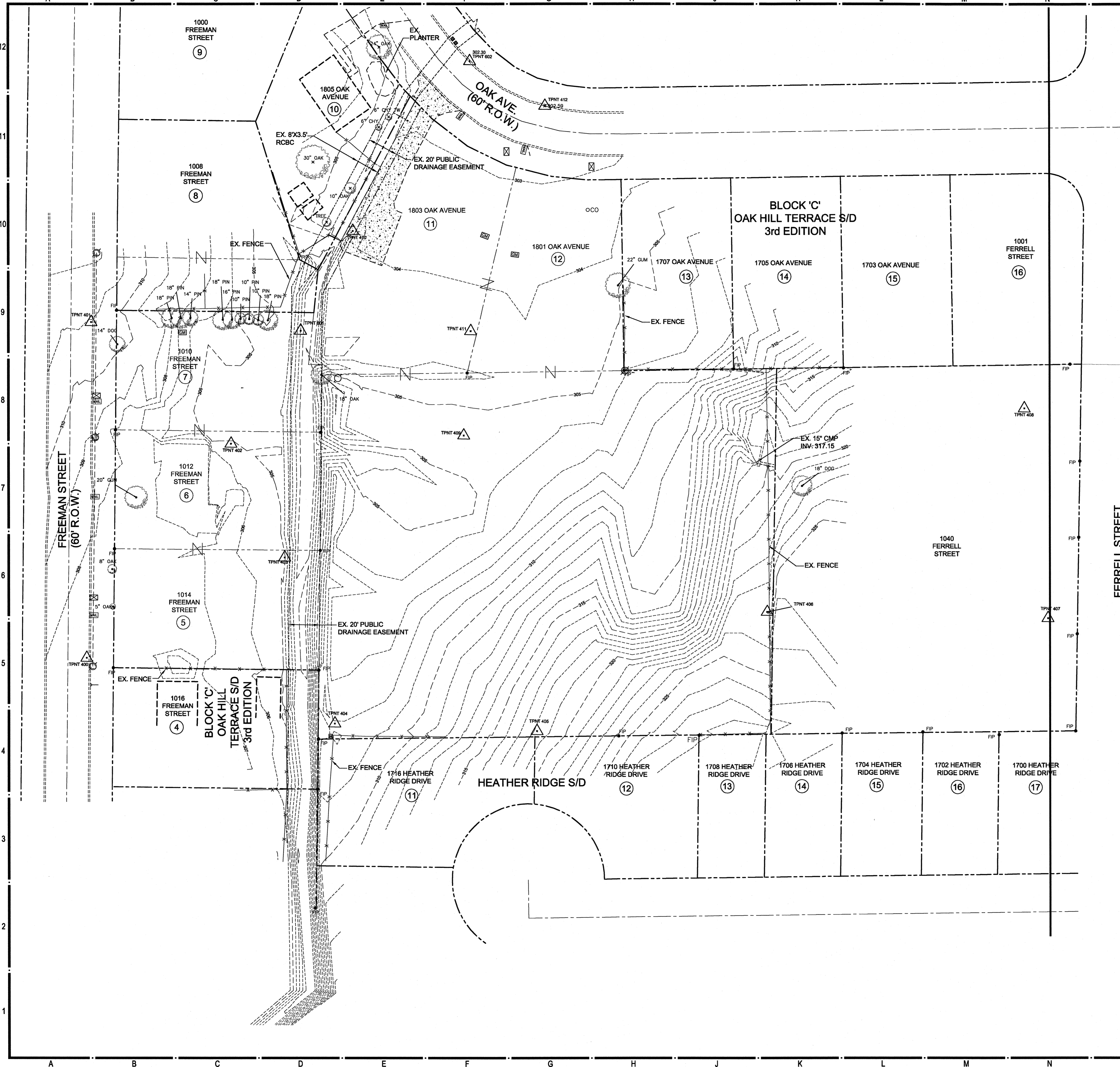
**OAK HILL TERRACE
 DETENTION BASIN
 JONESBORO, ARKANSAS**

Rev.	Date	Revision Description



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 Project No: B6218
 Drawn By: SN
 Checked By: MDR
 Sheet Title:

**DEMOLITION
 PLAN**

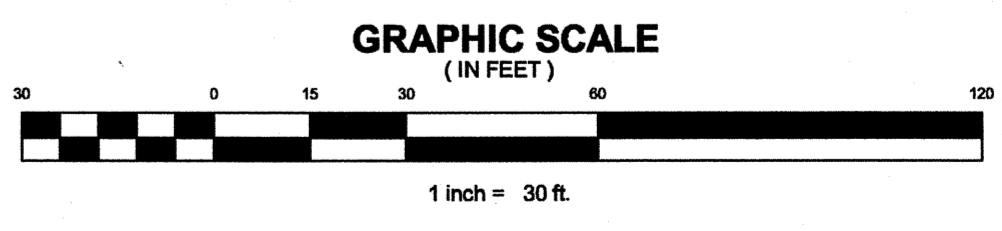
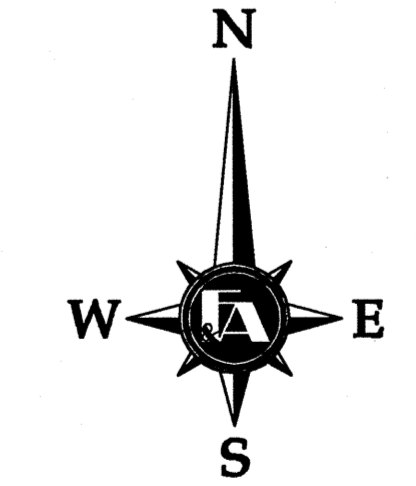


SYMBOL LEGEND

	GUY POLE
	SEWER MANHOLE
	DRAINAGE MANHOLE
	LIGHT POLE
	FIRE HYDRANT
	WATER VALVE
	GAS VALVE
	6-72 INLET
	ELECTRIC MANHOLE
	TWIN 6-72 INLET
	TELEPHONE SPLICE BOX
	UNIDENTIFIABLE MANHOLE
	TELEPHONE MANHOLE
	GUY WIRE
	SIDEWALK GRATE
	POLE SIGN
	TREE
	WATER METER
	INLET W/MANHOLE
	SEWER CLEANOUT
	ELECTRIC SPLICE BOX
	SPRINKLER VALVE
	GAS METER
	R.O.W. MONUMENT (LABELED)
	POWER POLE
	ELECTRIC METER
	CATV BOX
	BOLLARD
	2x 4" INLET
	2x 2" INLET
	ELECTRIC TRANSFORMER
	MONITORING WELL
	GROUND ROD
	IRON PIN (LABELED)
	PK NAIL (LABELED)
	SHRUB
	WATER SPIGOT
	ELECTRIC OUTLET
	SPRINKLER HEAD
	CHISEL MARK
	MAIL BOX

PROJECT BENCH MARKS:

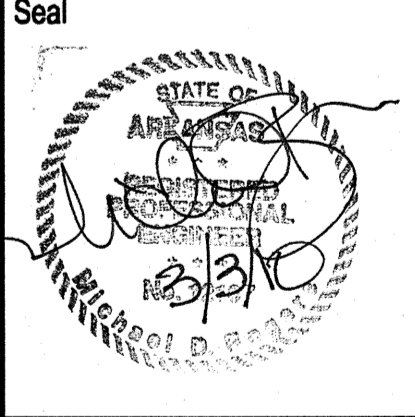
NO.	NORTH	EAST	ELEV.	DESC.
400	548306.7996	1688734.5073	307.3500	TPNT 400
401	548526.7756	1688737.6880	310.9400	TPNT 401
402	548447.1684	1688629.4637	305.2760	TPNT 402
403	548372.5781	1688654.6409	305.1980	TPNT 403
404	548263.8038	1688897.3518	308.5190	TPNT 404
405	548258.8553	1689029.9461	318.2330	TPNT 405
406	548336.7343	1689181.2228	326.7300	TPNT 406
407	548332.5851	1689365.6131	324.6770	TPNT 407
408	548470.1876	1689350.2429	322.5650	TPNT 408
409	548452.6215	1688982.1495	305.9390	TPNT 409
410	548586.3005	1688909.5895	304.1370	TPNT 410
411	548520.8958	1688986.7740	304.7060	TPNT 411
412	548668.0070	1689035.7580	302.5890	TPNT 412
601	548521.1067	1688875.2814	302.4710	TPNT 601
602	548697.2134	1688986.4181	302.3020	TPNT 602



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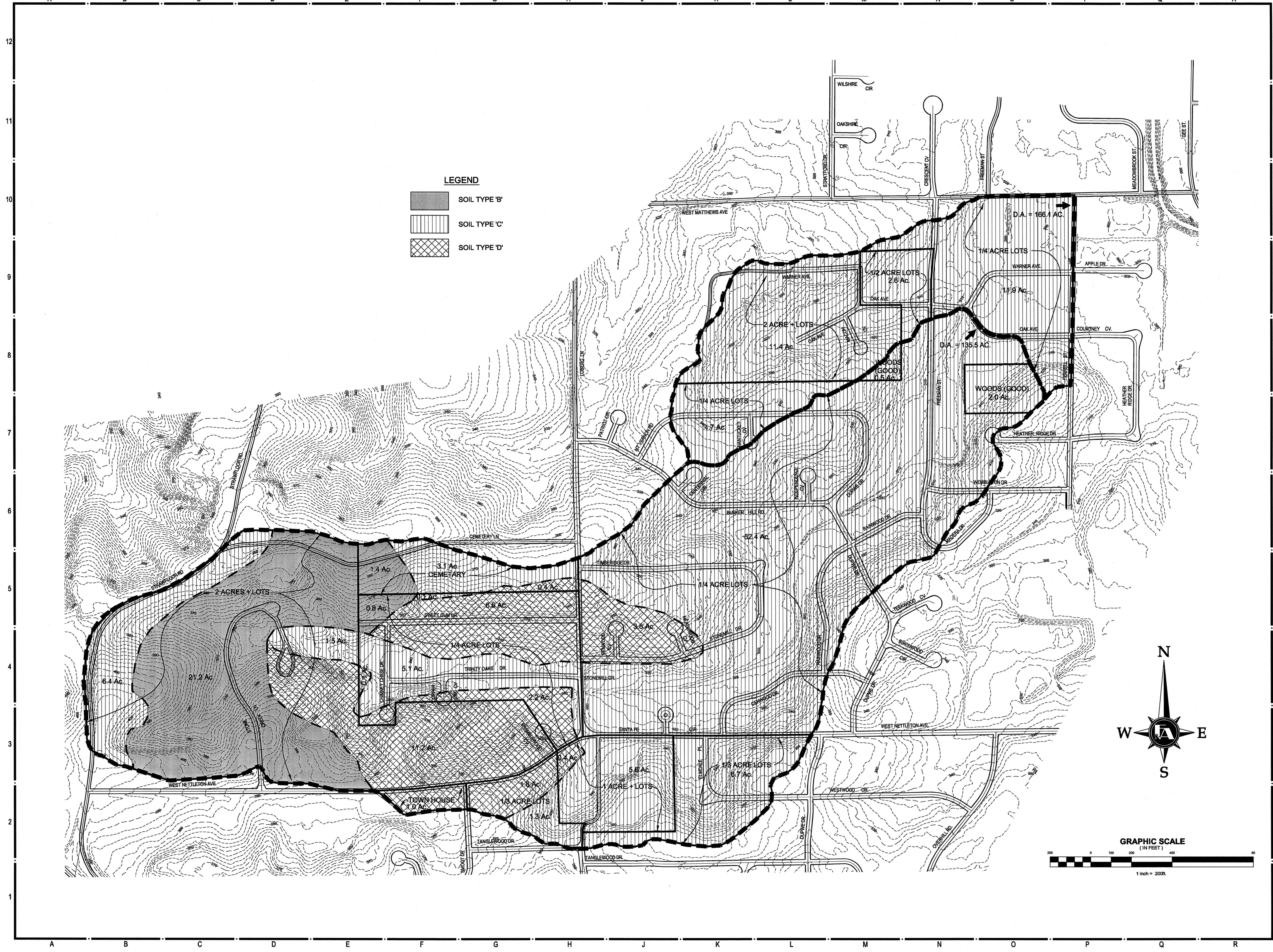
**OAK HILL TERRACE
 DETENTION BASIN
 JONEBORO, ARKANSAS**

Rev.	Date	Description



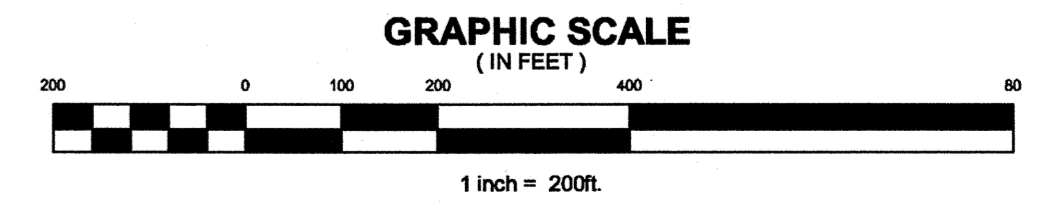
Issue Date: 02-12-2010
 Project No: B6218
 Drawn By: SN
 Checked By: MDR
 Sheet Title:

EXISTING PLAN



LEGEND

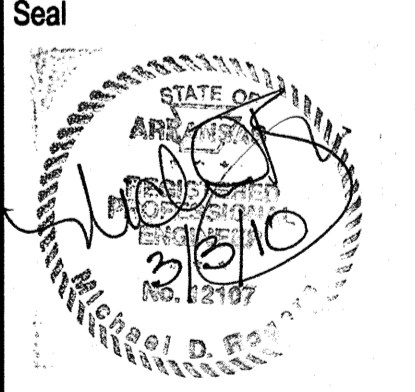
- SOIL TYPE 'B'
- SOIL TYPE 'C'
- SOIL TYPE 'D'



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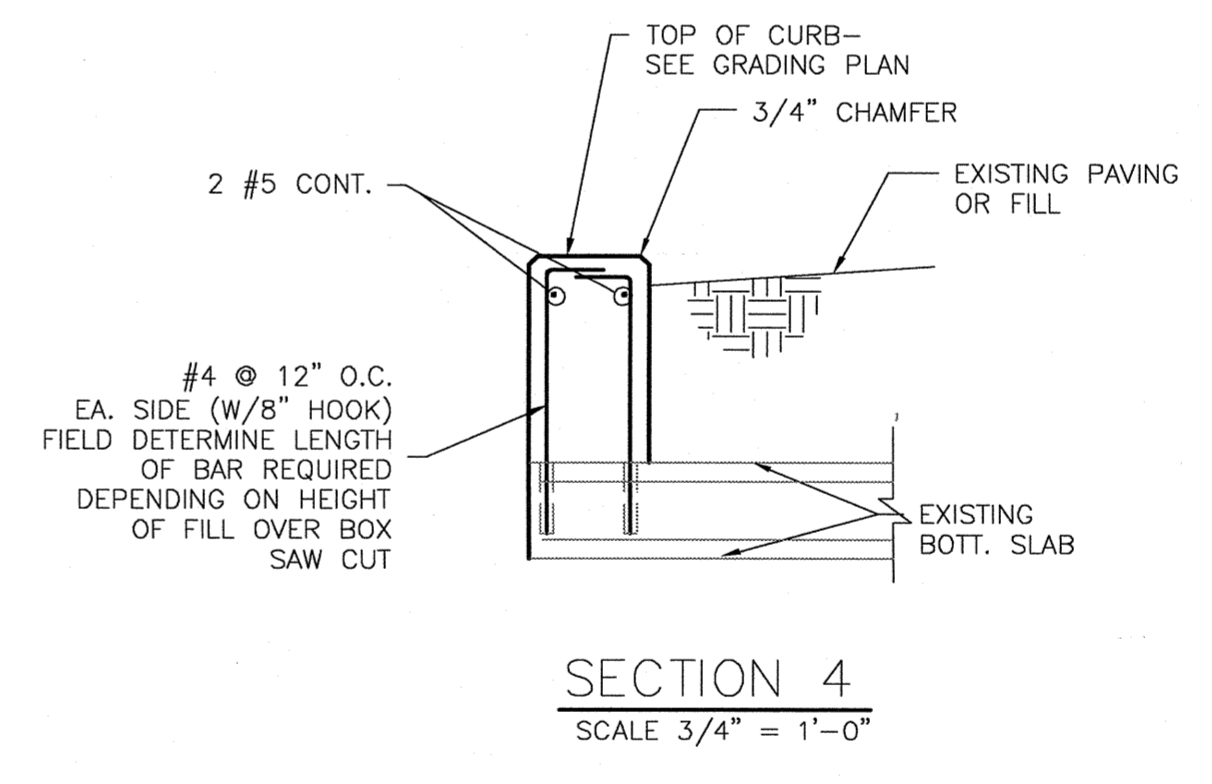
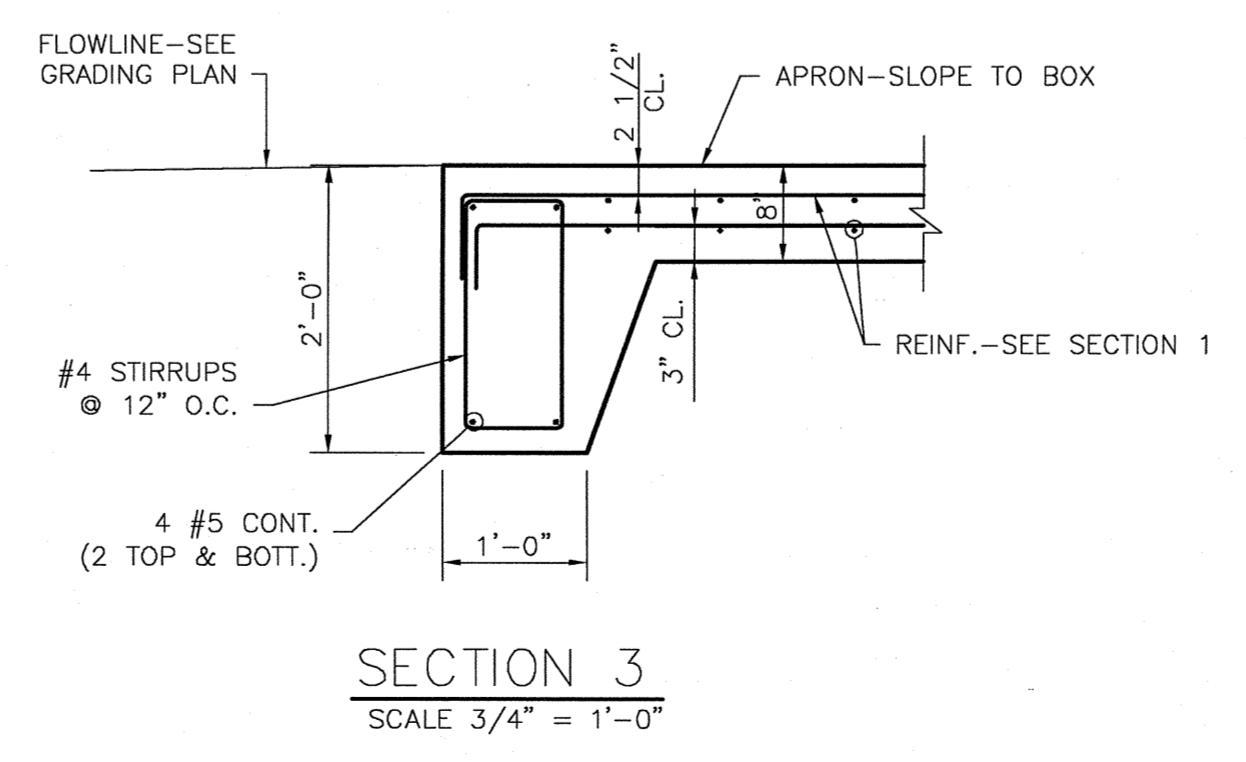
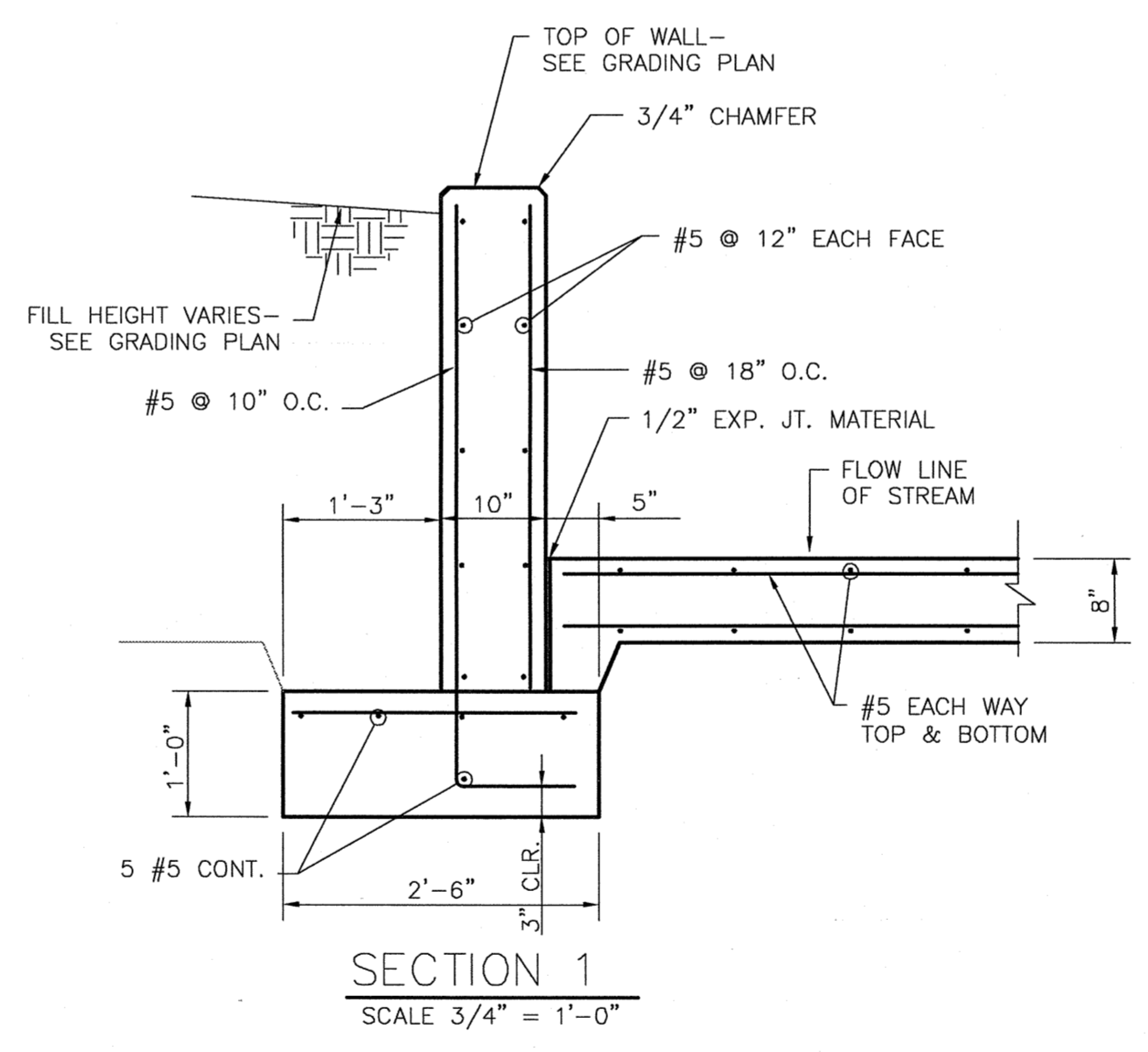
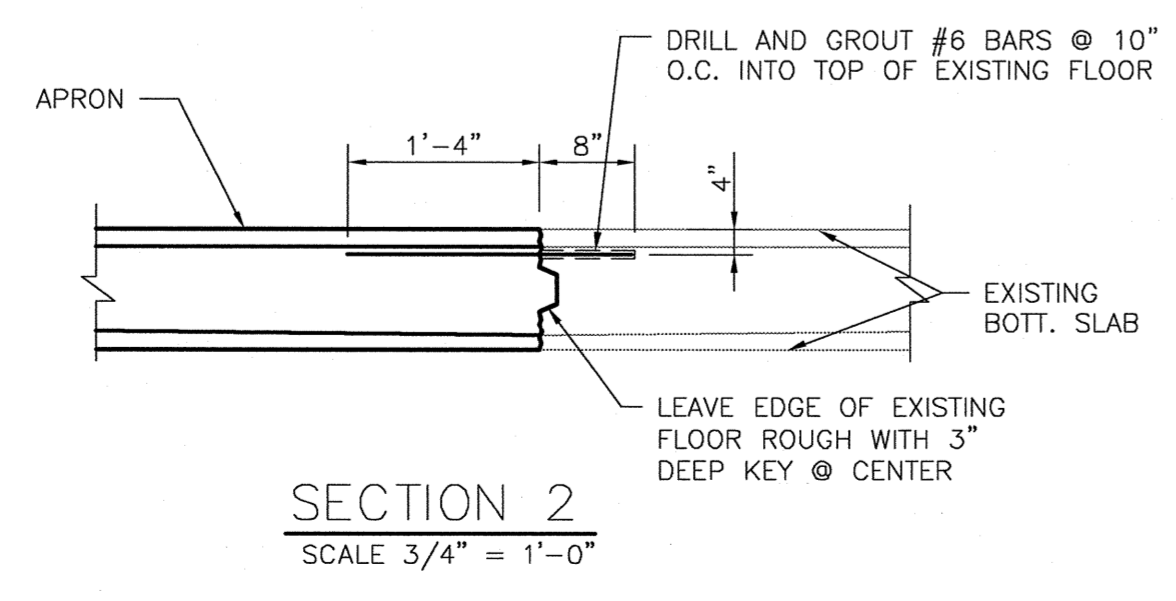
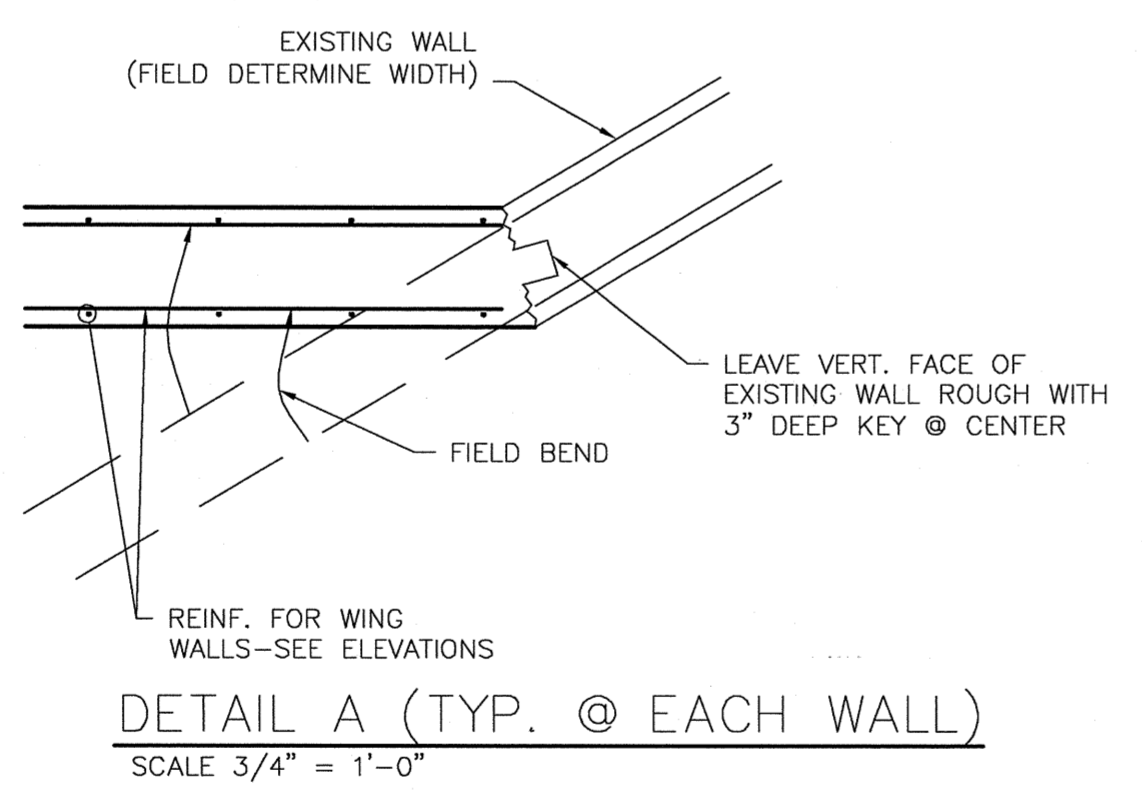
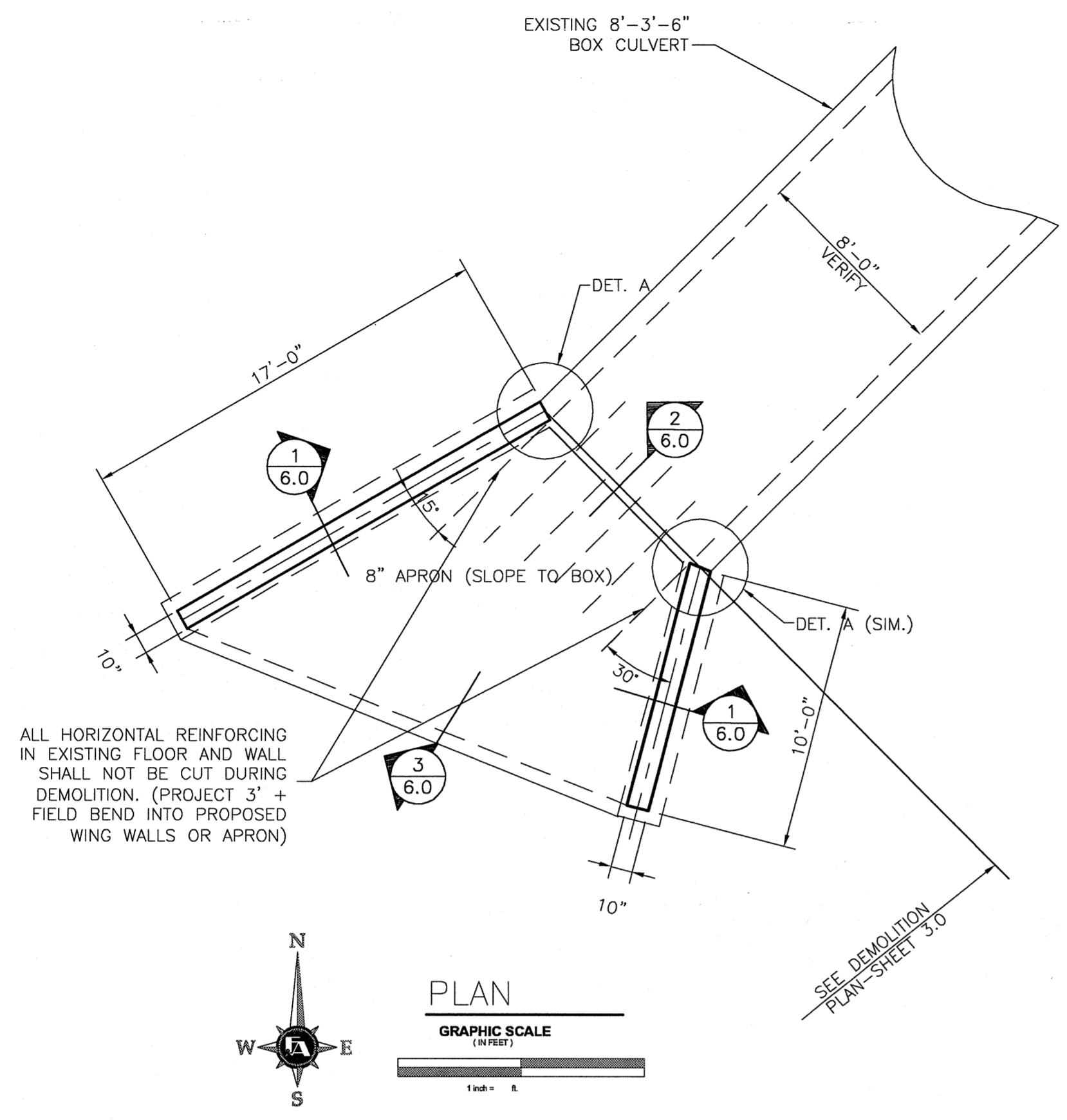
**OAK HILL TERRACE
 DETENTION BASIN
 JONEBORO, ARKANSAS**

Rev.	Date	Revision Description



Issue Date: 02-12-2010
 Project No: B6218
 Drawn By: GGSN
 Checked By: MDR
 Sheet Title:

**DRAINAGE
 BASIN
 MAP**



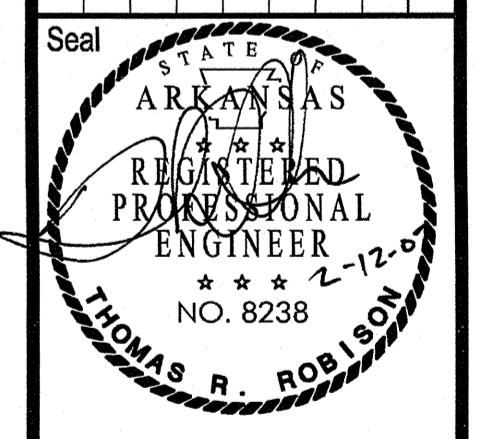
GENERAL NOTES:

- I. GENERAL
- A. Abbreviations
- | | |
|-------------------------|-----------------------------|
| T Top (Bar) | L.W. Lightweight |
| B Bottom (Bar) | N.W. Normal Weight |
| E.L. Elevation | E.F. Each Face |
| TF Top of Footing (El.) | O.C. On Center |
| Int. Interior | E.W. Each Way |
| Ext. Exterior | U.N. Unless Otherwise Noted |
- B. Submit Shop Drawings
- Identify prominently on drawings each and all resubmittals by number.
- II. DESIGN CRITERIA
- A. Building Code. IBC 2003.
- B. Foundations.
- Footings: Assume allowable bearing pressure 2000 psf continuous wall footings on firm, undisturbed, virgin soil or engineered, compacted fill. Minimum density 95% ASTM D 698 (Standard Proctor). (Allowable Bearing to be verified at time of construction)
- III. TESTING AND INSPECTION
- A. Foundations and Earthwork. Geotechnical engineer/testing laboratory to provide testing and inspection services.
- B. Materials and Procedures. Testing Laboratory to provide testing and inspection services.
- IV. EARTHWORK
- A. Site Preparation.
- Within Construction area, compact top 6" of cut area subgrade to minimum density 95% ASTM D 698.
 - After stripping (and excavating to the proposed subgrade level, as required), the subgrade should be proof-rolled with a moderately heavy loaded pneumatic-tired vehicle such as a 20 to 25 ton dump truck or scraper. Soils which are observed to rut or deflect excessively under the moving load should be undercut and replaced with properly compacted fill. All proof-rolling and undercutting activities should be witnessed by the Geotechnical engineer and should be performed during a period of dry weather.
- B. Structural Fills. Select fill material compacted in 6" lifts (in compacted state).
- Subgrade under foundations: minimum density 95% ASTM D 698.
 - Subgrade under slabs-on-grade: minimum density 95% ASTM D 698.
 - Granular subbase under slab-on-grade: 8" thick clean gravel, crushed stone or combination compacted to a minimum 70% relative density ASTM D4253 and D4254.
- V. CAST-IN-PLACE REINFORCED CONCRETE:
- A. Design Code. ACI 318 - Strength Design. Reference Standard: ACI 301.
- B. Mix Design shall be documented in accord with ACI 301 - Chapter 3 "Proportioning". Mix designs which are submitted without the required documentation will be rejected. Field slump records at job site shall not exceed the slump established for the mix design.
- C. Type Concrete. (28 day compressive strengths)
- Foundations and slabs-on-grade: 4,000 psi N.W.
 - Site walls, and foundation walls: 4,000 psi N.W.
 - All other structural concrete shown on these plans: 4,000 psi N.W. u.n.
 - All concrete shall be limestone aggregate, air-entrained 5% (+ 1%).
- D. Formwork.
- Keys Indicated are to be 2 x 4 nominal continuous, u.n.
 - Camber: Provide camber to compensate for displacement of forms and to provide as-cast member camber as noted on plans.
 - Rustication strips, chamfers, drips, misc. embeds, etc. See plans and/or architectural drawings.
- E. Reinforcement.
- Reinforcing Bars. Deformed, Grade 60, ASTM A615, A616, A617 or A706.
 - Fabrication: ACI 315-80 "Details and Detailing of Concrete Reinforcement or CRSI "Reinforcing Bar Detailing" (Manual of Standard Practice 1980).
 - Corner Bars. Provide corner bars same size and spacing as horizontal reinforcement at intersections of all walls.
 - Splices. Continuous reinforcement bars shall be lapped 30 bar diameters (18" min.) at all splices, u.n., including corner bars.
 - Minimum cover for protection typical, u.n.
 - Unformed surface in contact with ground - 3"
 - Formed surface in contact with ground or exposed to the elements - 2-1/2"
 - Hooks indicated are ACI/CRSI standard 90 deg. or 180 deg. hooks. Bar lengths shown are out-to-out and do not include hook length.
- F. Concrete Finishes.
- Formed surfaces:
 - Painted or exposed to view: rubbed, u.n. on plans.
 - Covered or as noted on plans; as-cast.
 - Flatwork surfaces:
 - Exposed to view: troweled
- G. Curing and Protection. Per ACI 301.

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OAK HILL TERRACE
 DETENTION BASIN
 JONEBORO, ARKANSAS

Rev.	Date	Revision Description



Issue Date: 02-12-07
 Project No: B6218
 Drawn By: SN
 Checked By: MDR
 Sheet Title:

PLAN,
 DETAILS
 & NOTES



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:075 **Version:** 1 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 6/7/2010 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A JOINT OWNERSHIP AND OPERATION AGREEMENT WITH CITY WATER & LIGHT (CWL) FOR THE PURCHASE OF A GPS BASE STATION, ACCEPT THE BID NUMBER 2010:15 AND APPROVE THE PURCHASE OF SURVEYING EQUIPMENT FROM NAVIGATION ELECTRONICS, INC.
Sponsors: Engineering
Indexes:
Code sections:
Attachments: [CWL Contract with Exhibit A](#)
[Bid Tab](#)

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A JOINT OWNERSHIP AND OPERATION AGREEMENT WITH CITY WATER & LIGHT (CWL) FOR THE PURCHASE OF A GPS BASE STATION, ACCEPT THE BID NUMBER 2010:15 AND APPROVE THE PURCHASE OF SURVEYING EQUIPMENT FROM NAVIGATION ELECTRONICS, INC.

Body

WHEREAS, the City of Jonesboro desires to enter into a Joint Owner and Operation Agreement with CWL for purchase and operation of the GPS Base Station;

WHEREAS, the company selected to provide surveying equipment to be used by the City of Jonesboro and CWL is Navigation Electronics, Inc.;

WHEREAS, Navigation Electronics, Inc. has bid \$42,583.00 plus sales tax to provide surveying equipment meeting the specifications in Bid Number 2010:15 and being compatible with CWLs existing equipment;

WHEREAS, this award has been made based on the review and evaluation of the information provided in Bid Number 2010:15;

WHEREAS, these item were not listed in the 2010 Fixed Asset Budget;

WHEREAS, funding for the purchase of the surveying equipment shall be a joint effort between the City of Jonesboro and CWL. CWL shall contribute \$20,000.00 for the purchase of the equipment and the remainder shall come from unused monies in the 2010 Engineering Department Fixed Asset Budget Line Item.

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

Section 1. That the City of Jonesboro shall enter into a Joint Owner and Operation Agreement with CWL for purchase and operation of the GPS Base Station.

Section 2. That the City of Jonesboro accepts Bid Number 2010:15 for \$42,583.00 plus sales tax from Navigation Electronics, Inc. for the purchase of surveying equipment to be used by the City of Jonesboro and CWL.

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.

JOINT OWNERSHIP AND OPERATION AGREEMENT

THIS JOINT OWNERSHIP AND OPERATION AGREEMENT (the "Agreement"), made and entered into on June ____, 2010, between CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS ("CWL") and CITY OF JONESBORO ("City").

WHEREAS, CWL and City desire to jointly purchase and operate certain GPS equipment;
WHEREAS, CWL and City desire to set forth in writing their respective rights and obligations as to the Equipment.

FOR GOOD AND VALUABLE CONSIDERATION, IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Equipment. This Agreement shall govern the purchase, ownership and operation of the equipment described in Exhibit A attached hereto (the "Equipment"). The term "Equipment" shall also be deemed to include all equipment and accessories necessary to make the Equipment fully operational and functional, including but not limited to the base unit, antenna, wire, cables, hardware, computer equipment and communications equipment.
2. Funding of Purchase of Equipment. CWL shall contribute Twenty Thousand Dollars (\$20,000.00) towards the purchase price of the Equipment. The City shall be responsible for the remaining cost of the Equipment.
3. Ownership Interest. In exchange for the contribution described in paragraph 2, CWL shall own an undivided one-half (1/2) ownership interest in the Equipment. The City shall own the remaining one-half (1/2) interest in the Equipment.
4. Use of Equipment. City shall have unlimited use of the Equipment for GPS data processing. CWL shall have unlimited use of the Equipment for GPS Data Processing. The Equipment shall be compatible with CWL's existing "rover units" and CWL and City shall be

entitled to use the Equipment to operate its "rover units" and for related purposes. The Equipment shall be configured and installed in a manner to so that field rover units can communicate with the Equipment by cellular telephone or device. City and CWL, at their respective expense, shall be responsible for providing and maintaining their own field rover units.

5. Installation, Operation and Maintenance. City, at its expense, shall be responsible for the installation, operation and maintenance of the Equipment. City, at its expense, shall also be responsible for providing all power and communication service for operation of the Equipment. City shall maintain the Equipment in good and working condition and in a manner that minimizes any periods of unavailability of the Equipment for its intended use.

6. Location of Equipment. The Equipment may be installed on a temporary basis on property owned by CWL. However, the Equipment will be installed on a permanent basis at a location owned or leased by the City. If mutually agreed by City and CWL, City may move the Equipment to a different location.

7. Term. The term of this Agreement shall commence upon execution hereof and shall continue until terminated in accordance with paragraph 8 below.

8. Termination. This Agreement may be terminated by either party as follows:

8.1 By mutual written agreement signed by both parties.

8.2 For breach by any party in the event of a material default by the other party and failure by the defaulting party to cure same within ten (10) days of receipt of written notice of such default from the non-defaulting party.

8.3 At any time with or without cause upon one hundred twenty (120) days written notice to the other party.

9. Assignment. Except as provided in paragraph 10 below, no party shall sell, assign,

transfer, hypothecate, pledge or encumber its interest in the Equipment or its rights in this Agreement in any manner without the prior written consent of the other party hereto.

10. Right of First Refusal. Any party that desires to transfer its interest in the Equipment ("Selling Party") pursuant to a bona fide offer ("Offer") to purchase, all, but not part, of its interest in the Equipment shall serve upon the non-selling party notice ("Notice") of the Offer, together with a written copy of the Offer. The non-selling party shall have the option to purchase all, but not part, of the Selling Owner's interest in the Equipment at a price equal to the purchase price set forth in the Offer by serving written notice within thirty (30) days of receipt of the Notice. In the event the non-selling party should fail to timely exercise its option to purchase the Selling Party's interest in the Equipment, the Selling Party may proceed to sell its interest to the purchaser pursuant to the Offer.

11. Waiver of Right of Partition. Each of the parties, for itself, and its successors and assigns, does irrevocably waive and release all rights now existing or which may hereafter accrue to obtain a partition of the Equipment, or any part thereof, and each party hereto hereby irrevocably consents and agrees that no party will, at any time, commence or maintain an action for a partition of the Equipment.

12. Rights Upon Termination of Agreement. In the event of termination of this Agreement pursuant to paragraph 8, the non-terminating party shall purchase, and the terminating party shall sell, all of its interest in the Equipment the other party. The purchase price for the terminating party's interest in the Equipment shall be an amount equal to the Fair Market Value of such interest. Closing shall be within 30 days following termination of this Agreement. Fair Market Value shall mean the fair market value of the non-terminating party's interest in the Equipment as agreed upon between CWL and City or, if City and CWL are unable to agree upon fair market value, CWL and City shall select an independent and

qualified third party valuation company to determine Fair Market Value.

13. Tenancy in Common. The parties acknowledge that their ownership of the Equipment is as tenants-in-common and that this Agreement is not intended to create a partnership or joint venture between the parties.

14. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

15. Authority. The parties have full power and authority to execute, deliver, and perform this Agreement to which they are parties, and are duly authorized to, and have taken all action necessary to authorize such parties to execute, deliver and perform the Agreement to which they are parties, and are and will continue to be duly authorized to perform such Agreement.

CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS

By:

Name

Title:

CITY OF JONESBORO

By:

Name:

Title:

Exhibit A - Description of Equipment

GPS base station

F:\USERS\RWW\CWL\City of Jonesboro\Joint Ownership and Joint Operation Agreement.wpd



Budgeted Amount

\$43,000.00

Opened by
Tabulated by

S A Kent
T Cooper

Bid #:
Date:

2010:15
06/02/10

DIVISIONS/DEPARTEMENT:
Engineering

Kuker-Ranken

ICM

Navigation
Electronics

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	Unit	Amount
1	1	GPS Reference Station		\$ 12,000.00		\$ 15,005.80		\$ 17,545.00						
2	1	GPS Rover		\$ 12,500.00		\$ 13,573.50		\$ 20,403.00						
3	1	Data Collector		\$ 4,695.00		\$ 2,550.00		\$ 4,635.00						
4	1	Data Collector Software	Included	\$ -		\$ 1,200.00		\$ -						
TOTAL					\$ 29,195.00		\$ 32,329.30		\$ 42,583.00		\$ -			
Estimated Time of Delivery					14 days		30 days		10 days					