



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, December 3, 2013

5:30 PM

Municipal Center

PUBLIC WORKS COMMITTEE MEETING AT 5:00 P.M.

City Council Chambers, Municipal Center

APPEAL HEARING AT 5:15 P.M.

As requested by Sage Meadows Property Owners Association regarding the approval of the site plan requested by The Reserve at Sage Meadows, LLC for apartment units located at the end of Prairie Dunes Lane in Sage Meadows

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-13:098 Proclamation by Mayor Perrin honoring the Valley View High School state championship volleyball team

Sponsors: Mayor's Office

COM-13:099 Proclamation by Mayor Perrin honoring Jonesboro High School state championship volleyball team

Sponsors: Mayor's Office

5. CONSENT AGENDA

All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.

MIN-13:105 Minutes for the City Council meeting on November 19, 2013

Attachments: [Minutes](#)

RES-13:198 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013 GRANT FOR MIRACLE LEAGUE

Sponsors: Grants

Attachments: [Grant Agreement EAPDD Miracle League](#)

INCREASES FOR EXCEPTIONAL JOB PERFORMANCE AND/OR INCREASED JOB TRAINING OR CERTIFICATIONS

Sponsors: Finance

Attachments: [Additional information](#)

Legislative History

10/30/13	Finance & Administration Council Committee	Recommended to Council
11/5/13	City Council	Postponed Temporarily

RES-13:209

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A TWENTY FOOT WIDE DRAINAGE EASEMENT IN BLOCK D OF BRIDGER PLACE PHASE II SUBDIVISION AS REQUESTED BY PHILLIPS INVESTMENTS

Attachments: [Petition](#)
[Plat](#)

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-13:098 **Version:** 1 **Name:** Proclamation to Valley View
Type: Other Communications **Status:** To Be Introduced
File created: 11/21/2013 **In control:** City Council
On agenda: **Final action:**
Title: Proclamation by Mayor Perrin honoring the Valley View High School state championship volleyball team
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Proclamation by Mayor Perrin honoring the Valley View High School state championship volleyball team



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-13:099 **Version:** 1 **Name:** Proclamation to Jonesboro High School
Type: Other Communications **Status:** To Be Introduced
File created: 11/21/2013 **In control:** City Council
On agenda: **Final action:**
Title: Proclamation by Mayor Perrin honoring Jonesboro High School state championship volleyball team
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Proclamation by Mayor Perrin honoring Jonesboro High School state championship volleyball team



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:105 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/20/2013 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on November 19, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on November 19, 2013



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, November 19, 2013

5:30 PM

Municipal Center

PUBLIC SAFETY COMMITTEE MEETING AT 5:00 P.M.

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

4. SPECIAL PRESENTATIONS

COM-13:089 Jonesboro Masonic Lodge 129 check presentation to Mayor Perrin for the Miracle League project

Sponsors: Mayor's Office

The Masonic Lodge presented the City with a check for the Miracle League project. The funds were from their recent Pancake Day. Mayor Perrin thanked the Lodge for their donation of \$2,832.

This item was Read.

COM-13:091 Proclamation by Mayor Perrin to Pat Qualls and the "Overcomers Choir"

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to Ms. Qualls.

This item was Read.

Award from FTA

Mayor Perrin announced JETS has received an award from the Federal Transit Administration for highest rider growth in 2013.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, to Approve the Consent Agenda. The motioned PASSED

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

MIN-13:102 Minutes for the City Council meeting on November 5, 2013

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-13:181 A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR PUBLIC PARKING LOT SIGNS

Sponsors: Engineering

This item was PASSED on the consent agenda.

Enactment No: R-EN-189-2013

RES-13:189 A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING PROJECT: EXTENSION OF PARKER ROAD TO THE WASHINGTON AVENUE/HIGHWAY 63 INTERCHANGE

Sponsors: Engineering

Attachments: [Agreement of Understanding.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-190-2013

RES-13:192 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-191-2013

6. NEW BUSINESS

COM-13:088 Request by the Sage Meadows Property Owners Association to set an appeal hearing regarding the approval of the site plan requested by The Reserve at Sage Meadows, LLC for apartment units located at the end of Prairie Dunes Lane in Sage Meadows.

Attachments: [Appeal letter](#)
[MAPC minutes August 13, 2013](#)
[MAPC Minutes October, 2013](#)

Councilman Johnson motioned, seconded by Councilman Dover, to set the appeal hearing for December 3, 2013, at 5:15 p.m. All voted aye.

RESOLUTIONS TO BE INTRODUCED

RES-13:112 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE SUGGESTED RENAMING OF STADIUM BOULEVARD TO RED WOLF BOULEVARD AS REQUESTED BY ARKANSAS STATE UNIVERSITY.

Sponsors: Mayor's Office

Attachments: [ASU letter October 2, 2013](#)
[Stadium Blvd Street Name Change Letter](#)
[Hwy Dept Response Letter Stadium Blvd](#)
[Stadium Blvd Retailers](#)
[Postal Service Response Letter](#)
[ASU letter asking for postponment of resolution](#)

Mr. Harold Carter spoke in opposition to the resolution. He expressed concern over the possible confusion of the name change due to the several names that Stadium is already referred to, such as Highway 1, Highway 49, etc. He encouraged the Council to keep the street name the same.

Mr. Doyle Yearta also spoke in opposition to the resolution. He explained he does not see any benefit to the City or citizens. He noted the City already supports ASU. He added ASU is not a public school since the students pay to attend. He further explained streets should be named for the local, public schools such as Nettleton and Westside.

Mr. Dan Passmore spoke in opposition to the resolution. He stated he thinks the road name should be confined to the area between Stallings and Johnson so that it affects no one other than ASU.

Mr. Clifford Toney also spoke in opposition. He noted he has property on Stadium and was not contacted concerning the name change. He added another company along Stadium, Jonesboro Cycle, was also not contacted and is in opposition to the name change. He explained cost, confusion and consistency are his reasons for being opposed to the name change. He further explained he is not opposed to supporting ASU, just changing the name of Stadium. He suggested putting up signs around the City near the bypass to show the City's support of ASU as opposed to changing the name of Stadium.

Mr. Eddie Kaufman spoke in opposition to the resolution. He spoke of the benefits of the City, including ASU. He stated the street is already known as Stadium Blvd and if a street is re-named, then to consider renaming Johnson Avenue.

Mr. D'Andre Anderson, President of the ASU Student Government Association, spoke in favor of the renaming on behalf of all the students of the university. He noted the Council's support with this request would be very beneficial.

Ms. Mary Ann O'Hara also spoke in favor of the resolution. She explained ASU brings in revenue for the City and this is the least they could do to thank ASU for what they do.

Ms. Shawnee Carrier, Chief of Staff in the ASU Chancellor's Office, spoke in favor of the name change. She explained the students, faculty, alumni and Chamber of Commerce are all in support of the name change.

Mr. Mark Young, President of the Jonesboro Chamber of Commerce, also spoke in

favor of the name change. He explained he thinks it's appropriate to thank ASU for their impact on the community.

Ms. Beth Smith, Executive Director of the ASU Alumni Association, spoke in favor of the resolution. She stated when people see Red Wolf license plates across the state they relate them to ASU. She noted ASU has already stated their intention to pay for any signs that need to be replaced, so the money will not have to come from the City.

Mr. Chris Rogers spoke in favor of the name change. He referred to earlier comments that were made by the opposition concerning how people will know where the university is. He pointed out that when you get off the bypass there are signs directing traffic towards the university. He stated change always brings confusion, but people will get used to it and maps will be updated.

A motion was made by Councilman Gene Vance, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED with the following vote:

Aye: 8 - Darrel Dover;Ann Williams;Chris Moore;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Nay: 4 - Charles Frierson;John Street;Mitch Johnson and Mikel Fears

Enactment No: R-EN-192-2013

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

He was able to participate in a round table discussion with the assistant directors from the Department of Transportation today in Little Rock. It was a good discussion concerning sustainability regarding using grant funding and letting them know what else needs to be done. They will be looking at better communication with cities regarding grants in order to make it more clear what grants can be used for and to allow cities more time to apply for funding. He noted grants, sales tax and private funding are all needed to fund a city government.

The Code Enforcement Department has torn down 60 homes this year. They have also identified 86 individuals who did not stay within their contract and have subsequently lost their government assistance.

The open house was this past Sunday. He thanked the Council for their support with the new Municipal Center. Services will be more effective and efficient now that all departments are in the same building. The Planning Department is working to streamline services since all of the departments are together.

The City has a new fire truck. It will be used at Station 3.

He received a letter from Valley View Schools for E-911's recent program there.

They will have a pre-construction meeting tomorrow regarding the armory building.

He wished everyone a happy Thanksgiving.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Dover, to suspend the rules and place RES-13:191 on the agenda. All voted aye.

RES-13:191

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CONSTRUCTION NETWORK, INC. FOR THE RENOVATION OF THE OLD ARMORY BUILDING TO HOUSE THE JONESBORO POLICE DEPARTMENT

Sponsors: Mayor's Office

Attachments: [Bid Tabulation Sheet Jonesboro Police Department](#)
[Construction Network Contract Police Dept](#)

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote:

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: R-EN-193-2013

Councilman Street stated that one of the sister's from St. Bernard's Hospital wanted to express her appreciation for the splash pad in north Jonesboro, for the landscaping around the bypass, the flag on City Hall, the landscaping around Cate & Church and the AR Care clinic on Highway 141. She also expressed her appreciation for the Mayor's consistent support for St. Bernard's.

Councilman Dover asked for an update concerning the Moratorium Committee. Mr. Gary Harpole, chairman of the committee, explained the committee set aside the early part of the fall to go over educational workshops. They also had a more detailed housing study done. J-Quad will be presenting the findings this Thursday. This Thursday they will be putting together a working format of how the rest of their work will be laid out. They feel like they will be able to make their deadline and submit recommendations to the Mayor's Office.

Councilman Woods recognized JETS for their work.

Councilman Moore suggested removing Mr. Don Parker from the Moratorium Committee. He explained this is due to a lawsuit Mr. Parker filed on behalf of Unico Bank. In addition, Sage Meadows Property Owner's Association has filed an appeal concerning apartments at Sage Meadows. Mr. Parker also works on behalf of The Reserve at Sage Meadows, whose MAPC decision is what the Property Owner's Association filed their appeal against. Councilman Moore expressed concern that because of those relations it might be a conflict of interest for Mr. Parker to continue serving on the Moratorium Committee. Councilman Fears questioned if Mr. Parker is still serving on the Land Use Committee. Mayor Perrin answered yes, but their work is almost done.

Councilman Moore motioned, seconded by Councilman Coleman, to remove Mr. Don Parker from the Moratorium Committee. All voted aye, with the exception of Councilman Vance and Councilman Frierson who voted nay.

Councilman Moore stated his parents attended the open house Sunday and spoke positively about it.

Councilman Coleman asked for an update concerning the work on Patrick and Washington. Mayor Perrin explained they are waiting on the appraisal for the house on the end of the street. After that is done, they will take the appraisal to the Building Facilities Committee to make a recommendation as to whether or not to purchase the property.

Councilman Coleman then asked for an update concerning the letter he asked Mayor Perrin to write to the Highway Department in order to change Highway 141 to Dr. Martin Luther King. Mayor Perrin stated last week he received a response saying they would have no objection to changing the name. He added it will be from Johnson Avenue going north to the city limits.

10. PUBLIC COMMENTS

Ms. Mary Ann O'Hara thanked the Mayor for addressing some issues she brought up at the ward meetings. She noted at the meeting it was stated the Landlord's Association had been brought in by the City concerning complaints about people not maintaining rental property. She asked if the Association will report any recommendations back to the Council. Mayor Perrin explained the head of the Landlord's Association, Mr. Dan Pasmore, also serves on the Moratorium Committee. He will be taking her concerns to the committee. Mayor Perrin added he gave the department heads a list of the issues that were discussed at the meetings and asked them to provide him with a timeline to address the issues.

11. ADJOURNMENT

A motion was made by Councilman Mitch Johnson, seconded by Councilman Rennell Woods, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

_____ Date: _____

Harold Perrin, Mayor

Attest:

_____ Date: _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-13:198	Version:	1	Name:	Agreement with East Arkansas Planning for the 2013 grant for Miracle League
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	11/7/2013	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013 GRANT FOR MIRACLE LEAGUE				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Grant Agreement EAPDD Miracle League				

Date	Ver.	Action By	Action	Result
11/26/2013	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013 GRANT FOR MIRACLE LEAGUE

Whereas, the City of Jonesboro was awarded the a grant in the amount of \$101,400; and

Whereas, this grant will help fund the Miracle League Project; and

Whereas, there is no local match for the City of Jonesboro to receive said funds.

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

SECTION 1: The City of Jonesboro will enter into agreement with the East Arkansas Planning and Development District to accept the 2013 grant in the amount of \$101,400 for Miracle League; and

SECTION 2: 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 application.



East Arkansas
Planning & Development District

October 31, 2013

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403-1845

Dear Ms. Heather Clements:

The East Arkansas Planning & Development District (EAPDD) Board of Directors approved your 2013 General Improvement Fund (GIF) application on October 24, 2013. The application to City of Jonesboro in the amount of \$101,400.00 was approved for the following purpose:

Construction expenses for Miracle League project

All grant activity for the project will be tracked and reported under **2013-cc-02**. Please note all funds should be expended within two years of October 24, 2013.

A Grant Agreement has been attached, along with a copy of the guidelines for approved applications. Please review, sign, and return the grant agreement to the following:

Attn: Elizabeth Montgomery
EAPDD
P.O. Box 1403
Jonesboro, AR 72403

Funding may not begin until an executed Grant Agreement is in place. Once a Grant Agreement is executed, funding may begin based upon the instructions laid forth in the enclosed guidelines, or as agreed upon by the Grantee and Grantor on a case-by-case basis.

If you have any questions, please do not hesitate to contact Elizabeth Montgomery at 870.932.3957 or email emontgomery@eapdd.com.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Melissa Rivers', is written in black ink.

Melissa Rivers
Executive Director

Enclosure

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Jonesboro

Grant #: 2013-cc-02

Grant Amount: \$101,400.00

Purpose: Construction expenses for Miracle League project

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403-1845
Phone: 870.336.7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent

documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

6. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

7. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

8. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

9. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

10. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

11. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

12. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor’s signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

EAST ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

City of Jonesboro

Melissa Rivers
Executive Director

(name)
(title)

Date

Date



Legislation Details (With Text)

File #:	RES-13:199	Version:	1	Name:	Agreement with East Arkansas Planning for 2013 grant for Nettleton Avenue Community Center
Type:	Resolution	Status:			Recommended to Council
File created:	11/7/2013	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013 GRANT FOR THE NETTLETON AVENUE COMMUNITY CENTER				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Grant Agreement EAPDD Nettleton Avenue Community Center				

Date	Ver.	Action By	Action	Result
11/26/2013	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013 GRANT FOR THE NETTLETON AVENUE COMMUNITY CENTER

Whereas, the City of Jonesboro was awarded the a grant in the amount of \$6,400; and

Whereas, this grant will help fund the architecture design fees at the Nettleton Avenue Community Center; and
Whereas, there is no local match for the City of Jonesboro to receive said funds.

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

SECTION 1: The City of Jonesboro will enter into agreement with the East Arkansas Planning and Development District to accept the 2013 grant in the amount of \$6,400 for the Nettleton Avenue Community Center; and

SECTION 2: 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 application.



East Arkansas
Planning & Development District

October 31, 2013

City of Jonesboro
300 S. Church Street
Jonesboro, AR 72403-1845

Dear Ms. Heather Clements:

The East Arkansas Planning & Development District (EAPDD) Board of Directors approved your 2013 General Improvement Fund (GIF) application on October 24, 2013. The application to City of Jonesboro in the amount of \$6,400.00 was approved for the following purpose:

Design expenses for renovations to Nettleton Avenue Community Center.

All grant activity for the project will be tracked and reported under **2013-52-19**. Please note all funds should be expended within two years of October 24, 2013.

A Grant Agreement has been attached, along with a copy of the guidelines for approved applications. Please review, sign, and return the grant agreement to the following:

Attn: Elizabeth Montgomery
EAPDD
P.O. Box 1403
Jonesboro, AR 72403

Funding may not begin until an executed Grant Agreement is in place. Once a Grant Agreement is executed, funding may begin based upon the instructions laid forth in the enclosed guidelines, or as agreed upon by the Grantee and Grantor on a case-by-case basis.

If you have any questions, please do not hesitate to contact Elizabeth Montgomery at 870.932.3957 or email emontgomery@eapdd.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Rivers', is written over a light blue horizontal line.

Melissa Rivers
Executive Director

Enclosure

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of JonesboroGrant #: 2013-52-19Grant Amount: \$6,400.00

Purpose: Design expenses for renovations to Nettleton Avenue Community Center

GRANTOR

East Arkansas Planning & Development District
 PO Box 1403
 Jonesboro, AR 72403
 Phone: 870.932.3957

GRANTEE

City of Jonesboro
 300 S. Church Street
 Jonesboro, AR 72403-1845
 Phone: 870.336.7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent

documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

6. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

7. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

8. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

9. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

10. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

11. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

12. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

EAST ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

City of Jonesboro

Melissa Rivers
Executive Director

(name)
(title)

Date

Date



Legislation Details (With Text)

File #:	RES-13:204	Version:	1	Name:	Contract with Lakeside Contractors for Parkway
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/18/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE CROWLEY'S RIDGE PARKWAY: JONESBORO MULTI-USE TRAIL (JOB NO. 100728)				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Crowleys Ridge Scenic Byway Bid Documents-Lakeside				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE CROWLEY'S RIDGE PARKWAY: JONESBORO MULTI-USE TRAIL (JOB NO. 100728)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Crowley's Ridge Parkway: Jonesboro Multi-Use Trail (Job No. 100728);

WHEREAS, the low bidder and the firm selected for the Crowley's Ridge Parkway: Jonesboro Multi-Use Trail (Job No. 100728) is Lakeside Contractors, LLC.;

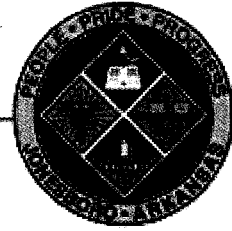
WHEREAS, funding for the execution of the contract shall come from the Scenic Byways Federal Grant (at 80% and 20% city of Jonesboro - capital improvements fund budget) and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with for the Crowley's Ridge Parkway: Jonesboro Multi-Use Trail (Job No. 100728) is Lakeside Contractors, LLC.

Section 2: That funding for the execution of the contract shall come from the Scenic Byways Federal Grant (at 80% and 20% city of Jonesboro - capital improvements fund 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.

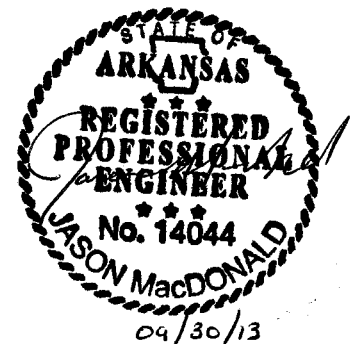
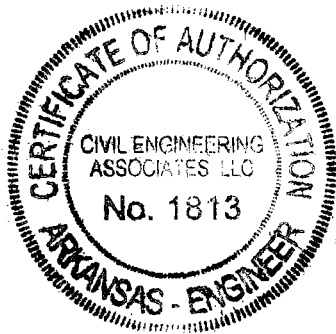


Specifications

For

CROWLEY'S RIDGE PARKWAY:
JONESBORO MULTI-USE TRAIL
AHTD JOB NO. 100728 FAP NO.
SB-ARSB (902)

(Bid #2013:33)
Jonesboro, Arkansas



City of Jonesboro ■ Engineering Department

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902) will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on November 6, 2013 and then publicly opened and read for furnishing all labor, material, and equipment, and performing all work required to construct 13,372 L.F. of trail and sidewalk. All Submissions shall be annotated on the outside of the envelope with the bid number 2013:33.

The project consists of constructing a sidewalk/trail of various widths and appurtenances along Matthews Avenue from Nettleton Avenue to Main Street.

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

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

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

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$250 Dollars per set from the office of Civil Engineer Associates, 2114 East Matthews Ave, Jonesboro, Arkansas 72401 P: (870) 972-5316 ext 102. 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 hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor

or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902), Bid Number 2013:33 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

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

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place JONESBORO, AR

Date NOV. 6, 2013

Proposal of LAKESIDE CONTRACTORS, LLC

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 Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902)

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 three hundred (300) 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):

No. 1 Dated OCTOBER 29, 2013
No. 2 Dated OCTOBER 30, 2013

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 OF BID AMOUNT 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.

Darlene Wood
(Witness)

P.O. Box 16540
JONESBORO, AR 72403
(Address)

LAKESIDE CONTRACTORS, LLC
(Name of Bidder)

By Dale Wood
DALE WOOD, SEC.
(Print Name and Title)

P.O. Box 16540
JONESBORO, AR 72403
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	CLEARING AND GRUBBING	201	ACRES	4.50	<u>\$5050.00</u>	<u>\$ 22,725.00</u>
2	R&D PIPE CULVERTS	203	L.F.	16	<u>\$ 30.00</u>	<u>\$ 480.00</u>
3	R&D DRAINAGE STRUCTURES	203	E.A.	3	<u>\$500.00</u>	<u>\$ 1,500.00</u>
4	R&D ASPHALT	203	SQ.YD.	3754.14	<u>\$ 7.62</u>	<u>\$28,606.55</u>
5	R&D CONCRETE	203	SQ.YD.	808.14	<u>\$21.37</u>	<u>\$17,269.95</u>
6	R&D CURB & GUTTER	204	L.F.	2940	<u>\$ 5.00</u>	<u>\$14,700.00</u>
7	R&D CONCRETE WALL	204	L.F.	15	<u>\$40.00</u>	<u>\$ 600.00</u>
8	R&D GUARD RAIL	204	L.F.	251	<u>\$ 5.00</u>	<u>\$1,255.00</u>
9	COLD MILLED ASPHALT	412	SQ.YD.	9855.52	<u>\$ 3.10</u>	<u>\$30,552.1</u>
10	R&D PERMANENT PAVEMENT MARKINGS	204	L.F.	5024	<u>\$0.74</u>	<u>\$3,717.76</u>
11	UNCLASSIFIED EXCAVATION	210	CU. YD.	767	<u>\$ 5.00</u>	<u>\$3,835.00</u>
12	COMPACTED EMBANKMENT	210	CU. YD.	9200	<u>\$ 9.00</u>	<u>\$82,800.00</u>
13	CLASS VII AGGREGATE BASE	303	TONS	2901.81	<u>\$25.00</u>	<u>\$72,545.2</u>
14	ASPHALT HOT MIX CONCRETE	400	TONS	1288.29	<u>\$97.00</u>	<u>\$124,964.13</u>
15	PORTLAND CEMENT CONCRETE DRIVEWAYS	505	SQ.YD.	780.49	<u>\$ 43.00</u>	<u>\$33,561.00</u>
16	MOBILIZATION	601	L.S.	1	<u>\$32,700.00</u>	<u>\$32,700.00</u>
17	MAINTENANCE OF TRAFFIC	SS & 603	L.S.	1	<u>\$5,000.00</u>	<u>\$ 5,000.00</u>
18	SIGNS	SS & 604	SQ.FT.	814	<u>\$10.00</u>	<u>\$8,140.00</u>

19	CONCRETE DITCH PAVING	605	SQ.YD.	77	<u>\$ 45.00</u>	<u>\$ 3,465.00</u>
20	10" C.M. PIPE CULVERT	606	L.F.	12	<u>\$ 32.00</u>	<u>\$ 384.00</u>
21	18" R.C. PIPE CULVERT	606	L.F.	199	<u>\$ 37.00</u>	<u>\$ 7,363.00</u>
22	18" C.M.P. PIPE CULVERT	606	L.F.	88	<u>\$ 34.00</u>	<u>\$ 2,992.00</u>
23	24" R.C. PIPE CULVERT	606	L.F.	315	<u>\$ 45.00</u>	<u>\$ 14,175.00</u>
24	48" R.C. PIPE CULVERT	606	L.F.	13	<u>\$ 118.00</u>	<u>\$ 1,534.00</u>
25	24" HORIZONTAL ELLIPTICAL R.C. PIPE CULVERT	606	L.F.	8	<u>\$ 45.00</u>	<u>\$ 360.00</u>
26	JUNCTION BOXES	609	E.A.	2	<u>\$ 1,500.00</u>	<u>\$ 3,000.00</u>
27	DRAINAGE INLETS	609	E.A.	12	<u>\$ 2,300.00</u>	<u>\$ 27,600.00</u>
28	SEEDINGS	620	ACRES	1.80	<u>\$ 1,313.00</u>	<u>\$ 2,363.40</u>
29	LIME	620	TONS	3.60	<u>\$ 100.00</u>	<u>\$ 360.00</u>
30	MULCH COVER	620	ACRES	1.80	<u>\$ 1,313.00</u>	<u>\$ 2,363.40</u>
31	WATER FOR SEEDING	620	MGAL	183.60	<u>\$ 5.00</u>	<u>\$ 918.00</u>
32	TEMPORARY SEEDING	621	ACRES	1.80	<u>\$ 500.00</u>	<u>\$ 900.00</u>
33	TEMPORARY MULCH COVER	621	ACRES	1.80	<u>\$ 500.00</u>	<u>\$ 900.00</u>
34	ROCK DITCH CHECKS	621	CU. YD.	18	<u>\$ 45.00</u>	<u>\$ 810.00</u>

35	SILT FENCING	621	L.F.	4965	<u>\$ 3.20</u>	<u>\$15,888.00</u>
36	WATER FOR TEMPORARY SEEDING	621	MGAL	36.72	<u>\$ 5.00</u>	<u>\$ 183.60</u>
37	CONCRETE RETAINING WALL	631	L.F.	574	<u>\$ 164.00</u>	<u>\$ 94,136.^D</u>
38	CONCRETE WALKS	633	SQ.YD.	3152.12	<u>\$ 30.00</u>	<u>\$94,563.60</u>
39	CONCRETE REST AREAS	633	SQ.YD.	16.80	<u>\$ 45.00</u>	<u>\$ 756.00</u>
40	SAFETY HANDRAIL	633	L.F.	1188	<u>\$ 54.00</u>	<u>\$64,152.00</u>
41	CONCRETE CURB & GUTTER	634	L.F.	7067	<u>\$ 12.00</u>	<u>\$84,804.00</u>
42	MODIFY DRAINAGE INLET TOPS	640	E.A.	8	<u>\$ 810.00</u>	<u>\$6,480.00</u>
43	WHEEL CHAIR RAMP TYPE 3	641	SQ.YD.	5	<u>\$ 120.00</u>	<u>\$ 600.00</u>
44	WHEEL CHAIR RAMP TYPE 4	641	SQ.YD.	111.95	<u>\$ 120.00</u>	<u>\$13,434.00</u>
45	WHEEL CHAIR RAMP TYPE 5	641	SQ.YD.	165	<u>\$ 120.00</u>	<u>\$19,800.00</u>
46	FLASHING BEACON CONTROLLER	703	E.A.	1	<u>\$ 9,852.00</u>	<u>\$ 9,852.00</u>
47	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	707 & SP	E.A.	14	<u>\$ 932.00</u>	<u>\$13,048.00</u>
48	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	708	L.F.	1130	<u>\$ 3.80</u>	<u>\$ 4,294.00</u>
49	NON METALLIC CONDUIT (3")	710	L.F.	540	<u>\$ 27.00</u>	<u>\$14,580.00</u>
50	CONCRETE PULL BOX (TYPE 1 HD)	711 & SP	E.A.	12	<u>\$ 1,012.00</u>	<u>\$12,144.00</u>
51	TRAFFIC SIGNAL PEDESTRIAN POLE WITH FOUNDATION	715	E.A.	6	<u>\$ 1385.00</u>	<u>\$ 8,310.00</u>
52	THERMOPLASTIC PAVEMENT MARKING (4") WHITE CONTINUOUS	719	L.F.	104	<u>\$ 0.70</u>	<u>\$ 72.80</u>
53	THERMOPLASTIC PAVEMENT MARKING (4") YELLOW CONTINUOUS	719	L.F.	8176	<u>\$ 0.50</u>	<u>\$4,088.00</u>

54	THERMOPLASTIC PAVEMENT MARKING (4") SKIP YELLOW	719	L.F.	7182	<u>\$0.50</u>	<u>\$3,591.00</u>
55	THERMOPLASTIC PAVEMENT MARKING 12" CROSSWALK	719	L.F.	2020	<u>\$4.20</u>	<u>\$8,484.00</u>
56	THERMOPLASTIC PAVEMENT WITH STOP BAR	719	L.F.	801	<u>\$5.00</u>	<u>\$4,005.00</u>
57	THERMOPLASTIC TURN ARROWS	719	E.A.	2	<u>\$105.00</u>	<u>\$210.00</u>
58	THERMOPLASTIC WORDING "ONLY"	719	E.A.	2	<u>\$132.00</u>	<u>\$264.00</u>
59	STANDARD SIGN	726	SQ.FT.	270.75	<u>\$17.00</u>	<u>\$4,602.75</u>
60	CHANNEL POST SIGN SUPPORT (U)	729	E.A.	28	<u>\$91.00</u>	<u>\$2,548.00</u>
61	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8# A.W.G., EGC)(SOLID)	SP	L.F.	40	<u>\$8.60</u>	<u>\$344.00</u>
62	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8# A.W.G.,EGC)(STRANDED)	SP	L.F.	400	<u>\$4.30</u>	<u>\$1,720.00</u>
63	STAIN & SCORE CONCRETE	SP	SQ.FT.	41479	<u>\$2.40</u>	<u>\$99,549.60</u>
64	CONCRETE PAVER	SP	SQ.FT.	13784	<u>\$12.60^{D.M.}</u>	<u>\$173,678.4^{D.M.}</u>
65	WATER METER RELOCATION	SP	E.A.	2	<u>\$2,000.00</u>	<u>\$4,000.00</u>
66	RELOCATE EXISTING STREET SIGNS	SP	E.A.	4	<u>\$75.00</u>	<u>\$300.00</u>
67	DECORATIVE CROSSWALK	SP	SQ.FT.	2450	<u>\$17.05^{D.W.}</u>	<u>\$41,772.5^{D.W.}</u>
68	TREE PLANTINGS	SP	E.A.	22	<u>\$315.00</u>	<u>\$6,930.00</u>

69	SHRUB PLANTINGS	SP	E.A.	250	<u>\$29.00</u>	<u>\$7,250.00</u>
70	TRASH RECEPTACLES	SP	E.A.	3	<u>\$1,311.00</u>	<u>\$3,933.00</u>
71	BENCHES	SP	E.A.	3	<u>\$1,026.00</u>	<u>\$3,078.00</u>
73	SIDEWALK DRAINS	SP	EA	1	<u>\$850.00</u>	<u>\$850.00</u>

TOTAL BASE BID
WRITTEN IN WORDS:

\$ 1,382,735.87

ONE MILLION THREE HUNDRED EIGHTY TWO THOUSAND
SEVEN HUNDRED THIRTY FIVE AND ⁸⁷/₁₀₀ DOLLARS

DEDUCTIVE ALTERNATE #1

1a	STAIN & SCORE CONCRETE MATTHEWS AVENUE SOUTH SIDE	SP	SQ.FT.	20362	<u>\$ 2.40</u>	<u>\$48,868.80</u>
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TOTAL BASE BID-DEDUCTIVE ALTERNATE #1
WRITTEN IN WORDS:

\$ 1,333,867.07

ONE MILLION THREE HUNDRED THIRTY THREE THOUSAND
EIGHT HUNDRED SIXTY SEVEN AND ⁰⁷/₁₀₀ DOLLARS
D.W.

DEDUCTIVE ALTERNATE #2

2a	STAIN & SCORE CONCRETE MATTHEWS AVENUE NORTH SIDE	SP	SQ.FT.	21117	<u>\$ 2.40</u>	<u>\$50,680.80</u>
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TOTAL BASE BID MINUS DEDUCTIVE ALTERNATE #1 & DEDUCTIVE ALTERNATE #2

\$ 1,283,186.27

WRITTEN IN WORDS:

ONE MILLION TWO HUNDRED EIGHTY THREE THOUSAND
ONE HUNDRED EIGHTY SIX AND ²⁷/₁₀₀ DOLLARS

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Lakeside Contractors, LLC, as PRINCIPAL, and

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

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

Five Percent of Amount Bid

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated November 6, 2013, for the

Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902)

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 6th day of November, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Lakeside Contractors, LLC

DALE WOOD

(Principal)

By DALE WOOD

SECRETARY

(Title)

PO Box 16540

Jonesboro, AR 72403

(Address)

Darlene Wood

(Witness)

P.O. Box 16540

JONESBORO, AR 72403

SEAL

Fidelity & Deposit Company of Marland

Michael A. McDaniel

(Corporate Surety)

By Michael A. McDaniel, Attorney-in-Fact

PO Box 382007

Memphis, TN 38183

(Address)

Jan Melton

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. MCDANIEL, Richard H. WHITLEY, James S. BROWN and Melissa ROSENBAUM, all of MEMPHIS, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of May, A.D. 2013.

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of November, 20 13.



Geoffrey Delisio

Geoffrey Delisio, Vice President

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.

SEE ATTACHED.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$ _____.
16. Give Bank reference: _____.

Statement of Bidder's Qualifications Answers

1. Lakeside Contractors, LLC.
2. P. O. Box 16540 – Jonesboro, AR 72403
3. 2005
4. Arkansas
5. 8 years
6. Project Contract amt Date of Completion

Hwy Job #100308	4,200,027.00	12-2013
Hwy Job #100567	4,008,133.00	06-2014
Riggs Cat Center	397,190.00	12-2013
Central Baptist Church	393,000.00	04-2014

7. Earthwork, Street & Road, & Commercial Concrete
8. No
9. No
10. No

11. Project	Contract amt.	Date of Completion
NEA Cancer Center	844,912.00	06-2013
Oak Grove School	368,000.00	06-2013
Eastside Rice Facility	362,726.00	04-2012
Spirit Fitness	263,013.00	06-2012

12. Dozers, Excavators, Tri-axle trucks, Off road trucks, Compaction Equipment and Skid steer loaders.
13. 22 years
14. Garry Meadows – President has 43 years experience
Rick Meadows _ Vice President has 30 years experience
Dale Wood – Sec/Tres. has 27 years experience
15. 500,000.00
16. First National Bank – Brian Clem
17. Yes.

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. 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 6
 day of NOVEMBER, 20 13.

LAKESIDE CONTRACTORS, LLC
 (Name of Bidder)

By DALE WOOD

Title SECRETARY

STATE OF ARKANSAS)
) SS.
 COUNTY OF CRAIGHEAD)

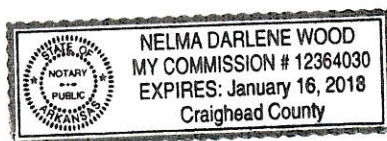
DALE WOOD being duly sworn deposes and says that
 he is SECRETARY of LAKESIDE CONTRACTORS, LLC
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 6 day of NOVEMBER, 20 13.

Nelma Darlene Wood
 (Notary Public)

My Commission Expires:
01/16/2018



CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder _____ ✓ _____, proposed subcontractor _____, hereby certifies that he has _____ ✓ _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____ ✓ _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. <u>100728</u>	<u>LAKESIDE CONTRACTORS, LLC</u> (Company)
F.A.P. NO. <u>SB-ARSB (902)</u>	By: <u>Dale Wood</u> (Signature)
<u>11/06/2013</u> (Date Executed)	<u>SECRETARY</u> (Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the City of JONESBORO **at the time proposals are submitted.**

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or Local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State, or Local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No.	<u>100728</u>	<u>LAKESIDE CONTRACTORS, LLC</u> (Name of Bidder)
F.A.P. No.	<u>SB - ARSB (902)</u>	<u>Dale Wood</u> (Signature)
	<u>11/06/2013</u> (Date Executed)	<u>SECRETARY</u> (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
 County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
 (Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20____.
 My commission expires: _____.

 (Notary Public)

(NOTARY SEAL)

VII. CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and

between Lakeside Contractors LLC

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

(a partnership consisting of _____)

(an individual trading as _____)

(Strike out the two terms not applicable)

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 Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902), in strict accordance with the Contract Documents, including all Addenda thereto

Addendum#1 dated 10/29/13

Addendum#2 dated 10/30/13

_____ 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 three hundred (300) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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 Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902)

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

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

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

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

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

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 Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

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

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

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

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

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

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

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

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

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

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

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

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an

itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

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

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

Each Change Order shall include in its final form:

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

GC.14 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before

proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at

any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

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

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

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

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

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

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

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

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check

is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

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

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

approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

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

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

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his

discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

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

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

GC.27 QUALITY OF WORK AND PROPERTY

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

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his

liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

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

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

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

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

work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

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

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES DAVIS BACON

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

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

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

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

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

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

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION**

U. S. DEPARTMENT OF LABOR

Decision No.: AR130006

Date of Decision: January 4, 2013

STATE: Arkansas
 COUNTY: Craighead

DESCRIPTION OF WORK:
 HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATES</u>	<u>FRINGES</u>	<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATES</u>	<u>FRINGES</u>
Carpenter, Including Form Work	11.75	0.00	Laborer: (Cont'd)		
Cement Mason/Concrete Finisher	12.28	0.00	Pipelayer	12.42	0.00
Electrician, Incl. Traffic Signal Install	18.24	8.45	Operator:		
Ironworker: Structural & Reinforcing	13.77	0.00	Asphalt Paver	12.50	0.00
Laborer:			Asphalt Plant	13.86	0.00
Asphalt Spreader	12.07	0.00	Asphalt Roller	11.55	0.00
Common or General	8.49	0.00	Asphalt Spreader	11.69	0.00
Cone Setter	10.40	0.00	Blade/Grader	13.21	0.00
Flagger	9.00	0.00	Broom	10.57	0.00
Grade Checker	11.48	0.00	Bulldozer	14.17	0.00
Mason Tender - Cement/Concrete	9.67	0.00	Cherry Picker	11.32	0.00

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION**

Operator: (Cont'd)				Operator: (Cont'd)		
Concrete Batch Plant	15.40	0.00		Scraper	11.06	0.00
Concrete Finishing Machine	11.62	0.00		Screed	15.01	0.00
Concrete Pump, Truck Mounted	11.00	0.00		Tractor	8.00	0.00
Crane	15.50	0.00		Trencher	12.98	0.00
Drill	19.09	0.00		Backhoe/Excavator/Trackhoe	14.42	0.00
Mechanic	13.00	0.00		Concrete Paver	15.24	0.00
Milling Machine	14.46	0.00		Front End Loader	13.08	0.00
Oil Distributor	11.95	0.76		Highway/Parking Lot Striping Machine	12.44	0.00
Oiler	12.00	0.00		Painter (Brush, Roller, and Spray)	19.10	0.00
Roller (Dirt and Grade Compaction)	9.93	0.00		Truck Driver	11.15	0.00

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

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

**GENERAL WAGE DETERMINATION ISSUED UNDER THE
 DAVIS-BACON AND RELATED ACTS**

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

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 adjacent to Matthews avenue from the intersection of Mathews Ave. and Main to the intersection of Matthews avenue and Nettleton. 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 a multi-use trail and sidewalk.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be three hundred (300) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$250.00 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 Per Day</u>
Less than \$25,000.00	\$100.00
Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00

Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. A separate pay item for water associated with establishing both temporary and final vegetative cover has been provided in the bid tab. All water needed outside of the water used for vegetative cover will be considered incidental.

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 for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

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

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

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the

proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.22 LINES AND GRADES

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

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

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

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated

with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

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

SC.25 TEST BORINGS

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

SC.26 TEMPORARY FIELD OFFICE

Intentionally left Blank.

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

Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902)

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

Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902)

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 Crowley's Ridge Parkway: Jonesboro Multi-Use Trail, AHTD Job No. 100728, FAP No. SB-ARSB(902) 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

CITY OF JONESBORO

SPECIAL PROVISIONS LISTING

FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 SUPPLEMENT – EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS
FHWA-1273 SUPPLEMENT – SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)
FHWA-1273 SUPPLEMENT – EQUAL EMPLOYMENT OPPORTUNITY – GOALS AND TIMETABLES
FHWA-1273 SUPPLEMENT – EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS
FHWA-1273 SUPPLEMENT – POSTERS AND NOTICES FOR FEDERAL-AID PROJECTS
FHWA-1273 SUPPLEMENT – WAGE RATE DETERMINATION
SS 100-3 DISADVANTAGED BUSINESS ENTERPRISE IN HIGHWAY CONSTRUCTION

FHWA-1273 SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1. Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	A.H.T.D. Resident Engineer
2. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: <ul style="list-style-type: none"> a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	*Union Contractors Only U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Programs and Contracts Division - A.H.T.D.
4. "Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	A.H.T.D. Resident Engineer

FHWA-1273 SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
13. Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	A.H.T.D. Resident Engineer
14. Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	A.H.T.D. Resident Engineer
15. Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	A.H.T.D. Resident Engineer
16. Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	A.H.T.D. Resident Engineer

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS**

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

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SPECIAL PROVISION

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)**

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every

subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual

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(23 U.S.C. 140)

responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to

implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas

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(23 U.S.C. 140)**

accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. Personnel Actions.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills

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of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the sponsor each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification

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required by the contract work. This information is to be reported on Form PR 1391.

elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice.'

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

'It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the sponsor believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding.'

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing. A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his compliance. This corrective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

'Violation of this agreement may subject (name of contractor) to sanctions pursuant to the sponsor contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief.'

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

'If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the sponsor or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the sponsor alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has

CITY OF JONESBORO

SPECIAL PROVISION

**EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIES
COUNTY

Arkansas	-16.4%		Lee	-26.5%
Ashley	-16.4%		Lincoln	-16.4%
Baxter	-3.3%		Little River	-19.7%
Benton	-3.3%		Logan	-6.6%
Boone	-3.3%		Lonoke	-16.4%
Bradley	-16.4%		Madison	-3.3%
Calhoun	-16.4%		Marion	-3.3%
Carroll	-3.3%		Miller	-19.7%
Chicot	-16.4%		Mississippi	-26.5%
Clark	-16.4%		Monroe	-16.4%
Clay	-26.5%		Montgomery	-16.4%
Cleburne	-16.4%		Nevada	-20.2%
Cleveland	-16.4%		Newton	-3.3%
Columbia	-20.2%		Ouachita	-16.4%
Conway	-16.4%		Perry	-16.4%
Craighead	-26.5%		Phillips	-26.5%
Crawford	-5.6%		Pike	-20.2%
Crittenden	-32.3%		Poinsett	-26.5%
Cross	-26.5%		Polk	-6.6%
Dallas	-16.4%		Pope.	-16.4%
Desha	-16.4%		Prairie	-16.4%
Drew	-16.4%		Pulaski	-15.7%
Faulkner	-16.4%		Randolph	-26.5%
Franklin	-6.6%		Saline	-15.7%
Fulton	-16.4%		Scott	-6.6%
Garland	-16.4%		Searcy	-3.3%
Grant	-16.4%		Sebastian	-5.6%
Greene	-26.5%		Sevier	-20.2%
Hempstead	-20.2%		Sharp	-16.4%
Hot Spring	-16.4%		Stone	-16.4%
Howard -	-20.2%		St. Francis	-26.5%
Independence	-16.4%		Union	-16.4%
Izard	-16.4%		Van Buren	-16.4%
Jackson	-16.4%		Washington	-3.3%
Jefferson	-31.2%		White	-16.4%
Johnson	-16.4%		Woodruff	-16.4%
Lafayette	-20.2%		Yell	-16.4%
Lawrence	-26.5%			
FEMALES				
Statewide – 6.9%				

CITY OF JONESBORO

SPECIAL PROVISION

**EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - (a) ‘Covered area’ means the geographical area described in the solicitation from which this contract resulted;
 - (b) ‘Director’ means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) ‘Employer identification number’ means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) ‘Minority’ includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
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Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
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the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

CITY OF JONESBORO**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION**

U. S. DEPARTMENT OF LABOR

Decision No.: AR130006

STATE: Arkansas
 COUNTY: Craighead

Date of Decision: January 4, 2013

DESCRIPTION OF WORK:
 HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATES</u>	<u>FRINGES</u>	<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATES</u>	<u>FRINGES</u>
Carpenter, Including Form Work	11.75	0.00	Laborer: (Cont'd)		
Cement Mason/Concrete Finisher	12.28	0.00	Pipelayer	12.42	0.00
Electrician, Incl. Traffic Signal Install	18.24	8.45	Operator:		
Ironworker: Structural & Reinforcing	13.77	0.00	Asphalt Paver	12.50	0.00
Laborer:			Asphalt Plant	13.86	0.00
Asphalt Spreader	12.07	0.00	Asphalt Roller	11.55	0.00
Common or General	8.49	0.00	Asphalt Spreader	11.69	0.00
Cone Setter	10.40	0.00	Blade/Grader	13.21	0.00
Flagger	9.00	0.00	Broom	10.57	0.00
Grade Checker	11.48	0.00	Bulldozer	14.17	0.00
Mason Tender - Cement/Concrete	9.67	0.00	Cherry Picker	11.32	0.00

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION**

Operator: (Cont'd)				Operator: (Cont'd)		
Concrete Batch Plant	15.40	0.00		Scraper	11.06	0.00
Concrete Finishing Machine	11.62	0.00		Screed	15.01	0.00
Concrete Pump, Truck Mounted	11.00	0.00		Tractor	8.00	0.00
Crane	15.50	0.00		Trencher	12.98	0.00
Drill	19.09	0.00		Backhoe/Excavator/Trackhoe	14.42	0.00
Mechanic	13.00	0.00		Concrete Paver	15.24	0.00
Milling Machine	14.46	0.00		Front End Loader	13.08	0.00
Oil Distributor	11.95	0.76		Highway/Parking Lot Striping Machine	12.44	0.00
Oiler	12.00	0.00		Painter (Brush, Roller, and Spray)	19.10	0.00
Roller (Dirt and Grade Compaction)	9.93	0.00		Truck Driver	11.15	0.00

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

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

**GENERAL WAGE DETERMINATION ISSUED UNDER THE
 DAVIS-BACON AND RELATED ACTS**

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WAGE RATE DETERMINATION

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

CITY OF JONESBORO
SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE IN HIGHWAY CONSTRUCTION

It is the policy of the sponsor that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of all State and Federal contracts. This must also be the Contractor's policy. And, even though there are no specific participation goals for this contract, the Contractor agrees to ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of this contract or subcontracts and shall take all necessary and reasonable steps to ensure that this policy is maintained. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure of the Contractor or the Subcontractor to carry out the requirements set forth above shall constitute a breach of contract and, after notification by the sponsor, may result in termination of the contract by the sponsor or such action as the sponsor deems appropriate.

XII. TECHNICAL SPECIFICATIONS

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TITLE

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Edition of 2003
SP-2	Arkansas State Highway and Transportation Department Supplemental Specification Errata for the Book of Standard Specifications.

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

Sections 604, 617, 731, 732 and 734 of the Standard Specifications for Highway Construction, Edition of 2003, are hereby amended as follows:

The first paragraph of **Subsection 604.02(a)** is deleted and the following is substituted therefore:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators shall comply with the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH). The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of NCHRP 350 or MASH and include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter, which is available at http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

The 2lb. (0.9 kg) minimum channel post or 4" x 4" (100 mm x 100 mm) wood post sign support systems, installed in accordance with the plans (direct buried), have been previously tested and accepted, and, therefore, do not require certification. No direct payment will be made for fulfilling the requirements of this Specification, but full compensation will be considered included in the contract unit prices bid for the various traffic control devices.

The third sentence of paragraph three of **Subsection 617.01** is deleted and the following sentence substituted therefore:

The guardrail terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for a test level 3 (TL-3) terminal.

The first sentence of paragraph one of **Subsection 617.02(f)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

The second sentence of **Subsection 731.01** is deleted and the following sentence substituted therefore:

The attenuation barrier shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

The first sentence of paragraph one of **Subsection 731.02** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the impact attenuation barrier meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of **Subsection 732.01** is deleted and the following sentence substituted therefore:

The crash cushion shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

The first sentence of **Subsection 732.02(b)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the crash cushion meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of **Subsection 734.01** is deleted and the following sentence substituted therefore:

The bridge end terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) terminal.

The first sentence of **Subsection 734.02(b)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the bridge end terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
BIDDING REQUIREMENTS AND CONDITIONS**

SECTION 102, BIDDING REQUIREMENTS AND CONDITIONS, IS AMENDED AS FOLLOWS:

Subsection 102.04(j), of Issuance of Proposals, is hereby deleted and the following substituted therefore:

- (j) If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages; or if the prospective bidder has an individual, as an officer/owner/partner of any firm, partnership, or corporation which has a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages.

Subsection 102.04(k), of Issuance of Proposals, is hereby deleted and the following substituted therefore:

- (k) If the prospective bidder has a current Contract in default or has an officer/owner/partner of any firm, partnership, or corporation which has a current Contract in default.

The following is added as **Subsection 102.04(m), of Issuance of Proposals:**

- (m) Failure to submit a Certification of Officers/Owners/Partners.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****CONSTRUCTION CONTROL MARKINGS**

Section 105 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the last paragraph of **Subsection 105.09**:

All construction control markings made for layout work, placement of traffic control devices, spotting for placement of pavement markings, or for any other purposes on structures, curb and gutters, pavements, or any surfaces that will not either be removed or covered by succeeding pavement layers or other construction shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of the markings by the Contractor at no expense to the Department.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****CONTROL OF WORK**

SECTION 105, CONTROL OF WORK, is amended as follows:

The first sentence of the last paragraph of Subsection 105.06 Cooperation by Contractor is hereby deleted and the following substituted therefore:

The Contractor shall furnish an agent who is a competent superintendent or supervisor who is on the project while work is being performed and accessible to the Engineer during all hours of each workday. The agent shall be capable of reading and fully understanding the plans and specifications and thoroughly experienced in the type of work being performed.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****WORKER VISIBILITY**

Section 107 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the third paragraph of **Subsection 107.01(b)**:

All workers within the right-of-way of a Federal-Aid highway who are exposed either to traffic (vehicles using the highway for travel purposes) or to construction equipment within the work area shall wear high-visibility safety apparel meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High – Visibility Safety Apparel and Headwear."

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

Section 110 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

110.01 General. This work shall consist of measures taken to prohibit the degradation of water quality and wetlands. The purpose is to limit, control, and contain fill materials, soil erosion, sedimentation, and other harmful wastes resulting from construction operations that could result in harm to the wetlands and waters of the United States. These requirements apply even if Corps of Engineer (C of E) Section 404 or National Pollutant Discharge Elimination System (NPDES) Permits are not required for the project.

These requirements apply to all activities under the Contract. The Contractor should be aware that requested modifications to the Contract and/or individual permits may not be approved.

The Contractor must comply with all applicable Federal, State, and local permits and requirements on sites outside of the right-of-way limits utilized by the Contractor for the benefit of the project. While the primary enforcement of these requirements for locations off of the right-of-way rests with the applicable regulatory government agency, the Department retains the right and authority to inspect and enforce Contractor compliance should violations come to the attention of the Department.

110.02 Responsibility of the Contractor. The Contractor shall comply with the requirements of the Federal Water Pollution Control Act, 33 USC § 1251 et seq., the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-101 et seq., and the regulations, orders, or decrees issued pursuant thereto. In the event of conflict between these regulations, orders, or decrees and the provisions shown on plans, the more restrictive requirements shall apply.

110.03 C of E Section 404 Permit for Department Right-of-Way and Contractor Facilities. (a) General. All requirements of the Contract and Specifications shall apply to the Contractor's activities covered by the Department's C of E Section 404 Permit on or off the right-of-way. Section 404 of the Federal Water Pollution Control Act, as amended, establishes a permit program for the regulation of discharges for dredged or fill material and excavation in wetlands and other waters of the United States.

b) Responsibility for Initial Permit. The Department will obtain all required Section 404 Permits for essential work on the right-of-way before the Contract is awarded.

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PROTECTION OF WATER QUALITY AND WETLANDS

Contract documents will detail the location and amount of permanent and/or temporary fills, excavation, and clearing activities allowed under the permit.

(c) Contractor Requested Permit Modifications. The Contractor shall submit a request on a form provided by the Department to the Engineer for any activity involving wetlands or waters of the United States on or off the right-of-way and not covered by the Department's C of E Section 404 Permit prior to performing the activity. The Contractor shall be prepared to prove there is no practicable alternative to the Section 404 Permit change being requested. The Engineer will make a determination within 10 business days concerning the necessity or practicability of the request. The Department will then apply for permit modifications it determines to be necessary or practicable. The C of E review of proposed modifications to a Section 404 Permit may require 60-120 calendar days. These requested changes may be denied or modified by the Department or C of E. Requested modifications that require mitigation will be denied by the Department. If the Department declines to consider a Permit modification request by the Contractor for an off right-of-way activity, the Contractor may apply for his own Section 404 Permit.

(d) Compensation and Extension of Contract Time. The Contractor will not be granted additional compensation or contract time due to requested modifications to the Section 404 Permit that are considered by the Engineer to be for the convenience of the Contractor. If, due to no fault of the Contractor, a Section 404 Permit modification involving on right-of-way activities is deemed by the Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Section 104.

110.04 NPDES Permit. (a)General. Federal requirements mandate that excessive amounts of pollutants be prevented from exiting construction sites. The Arkansas Department of Environmental Quality (ADEQ) has issued the NPDES Permit for owners of facilities discharging storm water associated with construction activity located in the State of Arkansas (Permit). Copies of the entire Permit are available from ADEQ.

A NPDES discharge permit is required for all construction sites that will result in the disturbance of one acre or more, by activities such as clearing, grading, or excavating, in accordance with the following:

- **Automatic Coverage (Small Construction) Sites:** Automatic Coverage applies to any construction activity that will disturb/expose a total of one acre or more, but less than five acres. This also applies to any construction activity that will

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PROTECTION OF WATER QUALITY AND WETLANDS

disturb/expose less than one acre, if it is part of a larger site that will ultimately disturb/expose one acre or more.

- **Large Construction Sites:** A project meeting the definition of a "large construction site" is any construction activity that will disturb/expose a total of five acres or more.

The Department will obtain Permit coverage for essential work on the right-of-way before the Contract is awarded.

(b) Storm Water Pollution Prevention Plan. The Department will develop a Storm Water Pollution Prevention Plan (SWPPP) for the project as required. Any measures required by the SWPPP are included in the plans, specifications, supplemental specifications, and special provisions. The Engineer will maintain the SWPPP at the project field office or, if a field office is not provided, the SWPPP will be maintained at the office of the Resident Engineer.

The Contractor shall be responsible for compliance with all applicable terms and conditions of the Permit as it relates to activities on the construction site, including protection of endangered species and implementation of Best Management Practices (BMPs) and other controls required by the SWPPP. A special provision for the protection of endangered species will be a part of the Contract, if applicable.

The Contractor shall inform the Engineer sufficiently in advance of planned construction activities and conduct construction activities in a manner to allow the SWPPP to be modified to accommodate the activities.

The Engineer will provide the Notice of Coverage (NOC) to the Contractor to post on the project at a safe, publicly accessible location near where construction is actively underway, and move it as necessary to comply with the Permit public notice requirements.

Prior to beginning work on the project, the Contractors shall complete the Contractor Identification section of the Storm Water Pollution Prevention Plan as required by Part II.A.5 of the Permit.

All off-site areas, including storage sites or borrow areas or waste areas, are operated by the Contractor. The Contractor shall be responsible for obtaining any required NPDES permits for off-site areas. Off-site areas within city limits are subject to

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city planning regulations and may require clearance from the city. Off-site areas that fall within the jurisdiction of a "qualifying local program" as defined in the Permit, must comply with the requirements of the local program. The Contractor shall obtain clearances and approvals of this type for their off-site areas.

The Permit obtained by the Department for the project does not cover discharges from dedicated asphalt and dedicated concrete plants operated by the Contractor for, or located on, the project.

(c) Controls and Measures. All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.

The sequence of major activities, the erosion and sediment control items associated with the major activities, and the timing of implementation for those items are required for the SWPPP. The Contractor shall submit information related to the planned sequence of major activities in writing to the Engineer at the preconstruction conference for incorporation into the SWPPP by the Engineer. Amendments to the planned sequence of major activities shall be submitted in writing to the Engineer sufficiently in advance to allow incorporation into the SWPPP.

The Contractor shall provide information on locations of the following in writing to the Engineer at the preconstruction conference and/or sufficiently in advance of installation to allow incorporation into the SWPPP:

- Stabilized or wheel washing vehicle exits from the construction site as required to prevent tracking of material onto the public roadway.
- Temporary sanitary facilities provided and properly maintained by the Contractor.
- Concrete washout waste areas to be utilized to prevent concrete waste from being discharged into water bodies.
- Storage areas for fuel and other potentially hazardous materials and truck washing areas with appropriate controls to prevent non-storm water discharges.

(d) Non-storm water discharges. The Contractor shall not release any materials except the following non-storm water discharges that are authorized by the Permit: discharges from fire fighting activities; fire hydrant flushings; wash water (without detergent or spilled material); water used to control dust; potable water sources including waterline flushings; irrigation drainage; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated.

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All other non-storm water discharges are prohibited unless in compliance with and covered by a separate NPDES permit.

(e) Releases in excess of reportable quantities. Instructions to be followed after the release of a hazardous substance or oil are provided in Subsection 107.01(f) of the Standard Specifications and subsection 110.06(c) of this supplemental specification.

The Contractor shall submit all required information as soon as possible, but no later than 72 hours after knowledge of the release, to the Engineer for further submission to the appropriate agencies.

The Contractor shall submit to the Engineer, within five calendar days of knowledge of the release, a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and steps to be taken in accordance with the Permit for forwarding to ADEQ.

110.05 Standard Conditions. (a) General. The following conditions are required on all projects for the protection of water quality and wetlands:

- Compliance with all conditions of the C of E Section 404 permit, NPDES permit and Section 401 Water Quality Certification.
- To the maximum extent practicable, discharges of dredged or fill material into waters of the United States shall be avoided or minimized through the use of other practicable alternatives.
- Construction activities shall not cause unacceptable interference with navigation.
- No activity shall substantially interrupt the movement of the species of aquatic life native to the waterbody, including those species which normally migrate through the area.
- Under a Nationwide Section 404 Permit, no activity shall occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in official study status. Individual permits shall be obtained for activities occurring in these rivers.
- No storage of petroleum, other chemical products, waste materials, trash, etc., shall be allowed within 100 feet (30 meters) of a wetland or waterbody boundary or elevation as shown on the plans. The Engineer reserves the right to limit the storage of any material within the floodplain of a stream to preclude the possibility of an unlawful discharge to the stream.

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- To move clean water around the construction area without causing additional turbidity or sediment, the use of construction staging, cofferdams, pipe culverts, lined channels, sandbagged material, barrier wall, or other suitable materials as approved by the Engineer, shall be utilized for directing or confining water from the work area. This water shall be returned to the waterbody downstream from the construction site. The options utilized should consider the minimization of sedimentation and turbidity as a primary objective.
- If material or debris resulting from Contractor operations enters a waterway, it is considered an unpermitted fill material under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Engineer shall approve the Contractor's method of removal. Options for removal should consider the minimization of turbidity as a primary objective.
- No asphaltic material shall be disposed of in wetlands or waters of the United States.
- Temporary bridges or other structures shall be used whenever it is necessary to ford any body of water on the project more than twice in any six-month period.
- Equipment shall not be operated in any body of water on the project except when required to construct channel changes or structures.
- Cofferdams needed for work in water shall be constructed from non-erodible materials.
- Materials excavated during bridge construction shall be placed on dry land outside the channel banks of all streams, at least 10 feet (3 meters) from the channel banks of a perennial stream, and at least 25 feet (8 meters) from the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream. This includes channelized streams and relief channels. This material shall be properly contained or stabilized to minimize erosion and degradation of water quality and be removed before the beginning of the wet season.

(b) Wetland Areas. Wetland areas on and off the right-of-way shall be preserved and protected whenever possible. Work in or near wetlands shall be performed in a manner that will minimize harm to the wetlands. The Contractor shall be responsible for the protection of adjacent wetlands.

- Clearing of wetlands shall be limited to the minimum necessary for the completion of the project.
- Wetland areas inside or outside the construction limits shall not be used for storage, parking, access, borrow material, haul roads or any other construction support activity unless specifically approved in advance by the Engineer and according to the applicable Section 404 Permit.

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- When heavy equipment is working in wetlands, appropriate measures such as placing the equipment on mats, shall be taken to minimize soil disturbance.
- Material shall not be wasted or temporarily stockpiled in wetlands.

(c) Temporary fill.

- Unless otherwise provided, temporary work ramps or haul roads, when permitted, shall provide sufficient waterway openings to allow the passage of expected high flows during the time the ramp or haul road is in place.
- Temporary fills or structures, if washed downstream, are considered to be unauthorized fill under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Contractor shall submit the proposed method of removal to the Engineer in writing for approval. When considering options for removal, the Contractor shall consider the minimization of turbidity as a primary objective. Replacement of washed fill may require a Section 404 permit change or an additional permit.
- All fill for temporary work ramps or haul roads placed within the channel banks of a stream, within 10 feet (3 meters) of the channel banks of a perennial stream, and within 25 feet (8 meters) of the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream, shall be constructed using a riprap of the size specified in Subsection 816.02(a)(2), or larger material. This includes channelized streams and relief channels. A minimal amount of clean stone or gravel may be placed on top of the temporary fill in order to obtain a smooth working surface. The clean stone or gravel utilized shall have less than twelve percent passing the #200 (0.075 mm) sieve. Upon removal, salvaged material that meets the requirements of Subsection 816.02 will be paid for when reused in areas which require the utilization of riprap.
- Unless specifically authorized under the Section 404 Permit as temporary or permanent fill material, bridge demolition rubble shall not be dropped into a waterbody or wetland.
- All fill material shall be free from toxic pollutants in harmful amounts.
- All temporary fills shall be removed and the affected areas returned to their preexisting elevation.
- All temporary fill in any body of water or wetland shall be properly contained or stabilized to minimize erosion and degradation of water quality.

(d) Erosion and Sediment Control. The Contractor shall install, construct, and maintain erosion and sedimentation control items as shown on the plans or as directed by the Engineer.

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- The Contractor shall install, construct, repair, and maintain erosion and sedimentation control items within three business days of being instructed to do so by the Engineer. However, if heavy equipment is required and the Engineer agrees that conditions do not permit heavy equipment to be used, a longer time frame may be allowed. The Contractor shall submit adequate documentation to the Engineer that proves that conditions are not suitable for the use of heavy equipment and that for there is no alternative to its use. When conditions become suitable, as determined by the Engineer, the Contractor shall proceed with the required actions to be completed within three business days after receiving notification.
- Minimizing time of exposure of disturbed ground is a primary objective. Therefore, disturbing an area and postponing subsequent work could result in the Contractor being required to stabilize the area at no cost to the Department. Unless modified on the plans or directed by the Engineer, the total surface area of disturbed soil on the right-of-way at any one time shall be limited to a maximum of 25 acres (10 hectares). Disturbed soil is defined as exposed bare soil denuded of vegetative cover or lacking stabilization. Stabilized soil is defined as soil that is covered by grass, seeded and mulched, mulched, covered by erosion control matting, or covered by permanent stabilization as shown on the plans or as directed by the Engineer. The Engineer will have the authority to increase or decrease the limitation on surface area of disturbed land based upon the Contractor's capability to effectively control erosion and sedimentation on these areas and contain the sediment within the right-of-way limits, including temporary construction easements (TCE). The Contractor shall be responsible for making the necessary arrangements with the proper owner(s) and for reclaiming sediment and stabilizing the area that is not contained within these limits. This work will be the responsibility of the Contractor and shall be performed at no cost to the Department.
- Cut and fill slopes shall be completed and stabilized in increments not to exceed 25 feet (8 meters), measured vertically, as the construction progresses.
- Completed areas within buffer zones adjacent to water bodies as shown on plans or otherwise designated by the Engineer, shall receive permanent seeding, temporary seeding, or mulch cover as soon as possible, but in no case more than five business days after completion, or as directed by the Engineer.
- All other completed areas, including increments of cut and fill slopes described above, shall receive permanent seeding, temporary seeding, or mulch cover within 14 calendar days after completion as directed by the Engineer.

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- Disturbed areas that are temporarily abandoned shall be stabilized within 14 calendar days after activity ceases unless work is to be resumed within 21 calendar days after activity ceases. Payment for this work will be made if abandoned due to no fault or negligence of the Contractor. Payment will not be made for temporary stabilization required by Contractor negligence, by the lack of proper Contractor scheduling, or for the convenience of the Contractor.
- Excavation, including silt removed from erosion and sedimentation control devices, shall not be deposited where it can be eroded into waters of the United States. At locations of drainage structures, care shall be taken to prevent mounds of excavation on the inlet end from washing through the structure or on the outlet end from washing downstream.
- Water pumped during any dewatering activity shall be diverted into a sediment basin of the appropriate type as shown on the standard drawings or other device as approved by the Engineer. This sediment basin or device and its holding capacity shall be approved by the Engineer. No turbid discharge to waters of the state shall be allowed.
- Off-site vehicle tracking of sediments and the generation of dust shall be minimized. The Contractor shall construct stabilized entrances to the work areas necessary by the work to eliminate off-site tracking of soils. Work involved in constructing stabilized entrances will not be measured or paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for other items of the Contract. Sediment tracked from the construction site shall be removed by sweeping at a frequency to minimize off-site impacts to water bodies.
- After cut sections are constructed, the tops of backslopes will be rounded to blend the slopes into natural ground when practicable. At transitions from cut to fill, ditches shall be tailed out to prevent erosion of the toe of slope.
- Temporary erosion and sedimentation control devices shall not be removed or destroyed by the Contractor without permission from the Engineer.

Additional temporary and permanent erosion and sedimentation control items necessary on the right-of-way to contain discharges not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, shall be performed as ordered by the Engineer and will be paid for either at unit bid prices or as provided for in Subsection 109.04.

110.06 Pollutants. (a) General. The Contractor shall employ best management practices to prevent pollution by spills. Pollutants such as chemicals, fuels, lubricants, asphalt, raw sewage, concrete drum wash water, and other harmful wastes shall not be

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PROTECTION OF WATER QUALITY AND WETLANDS

discharged into or alongside any waters of the United States, but shall be disposed of in accordance with governing State and Federal regulations. Storage of these materials shall not be allowed within 100 feet (30 meters) of a wetland or waterbody.

(b) Spill Prevention.

(1) Good Housekeeping.

- The quantity of materials stored on the project should be limited, as much as practical, to that quantity required to perform the work in an orderly sequence and should be stored in a neat, orderly manner in their original containers with the original manufacturer's label.
- Manufacturer's recommendations for proper use and disposal of materials shall be followed. All disposal shall be according to all local, State and Federal regulations in a permitted landfill or permitted disposal facility.
- The Contractor should inspect daily to ensure proper use and disposal of materials.

(2) Hazardous Products.

- Hazardous products shall be kept in original containers with their original labels unless they are not re-sealable or are damaged.
- Material Safety Data Sheets shall be retained and shall be available to all personnel at all times.
- If surplus products must be disposed of, manufacturer's recommendations and local, State, and Federal regulations shall be followed.

(3) Product Specific Practices. The Contractor shall limit the amount of petroleum products and other chemicals in work areas adjacent to wetlands, water bodies, and other sensitive areas. The following product specific practices shall be followed on-site:

- **Petroleum Products.** All on-site vehicles shall be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers that are clearly labeled. All asphalt substances used on-site shall be applied according to manufacturer's recommendations and/or Department specifications. Construction of berms, or other similar measures, may be required for storage/refueling areas as a best management practice to restrict spill areas.
- **Fertilizers.** Fertilizers shall be applied only in the manner and amounts required by the specifications. Material shall be stored in a covered area and shall not be exposed to precipitation. Partially used bags shall not be discarded, but removed

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and disposed of properly. No storage of these materials shall be allowed within a wetland or floodplain.

- **Paints and Solvents.** All containers shall be tightly sealed and stored when not required for use. Excess material and waste shall not be discharged, but shall be properly disposed of according to manufacturers' instructions and/or State and Federal regulations. No storage of these materials shall be allowed within a wetland or floodplain.
- **Concrete Trucks.** Concrete trucks shall be allowed to discharge surplus concrete or drum wash water on site only in areas designated in the SWPPP. Discharge areas shall not be in or where the discharge can be washed into wetlands or waterbodies.
- **Concrete Curing Agents.** Concrete curing agents shall be applied only in the manner and amount required by the specifications. Excess material shall not be allowed to run off the area being treated.

(c) Spill Reporting and Cleanup Practices. All spills shall be reported as described in Subsection 107.01(f).

In addition, the practices below shall be followed:

- All spills shall be cleaned up immediately after discovery or contained until appropriate cleanup methods can be employed.
- The spill area shall be contained and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Manufacturer's recommended methods for spill cleanup shall be followed along with proper disposal methods in accordance with local, State, and Federal regulations.

Further, where a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR §§ 110, 117, or 302, occurs on the right-of-way during a 24-hour period, the following action shall be taken by the Engineer:

- A report shall be submitted to the Arkansas Department of Environmental Quality within 14 calendar days of the knowledge of the release. The report shall include a written description of the release (including the type and estimate of the amount of material released); the date that such a release occurred; the circumstance leading to the release; and the corrective actions taken.
- The Storm Water Pollution Prevention Plan must be modified within 14 calendar days of knowledge of the release by addition of the above information. Review

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and modification of the plan must be made to identify measures to prevent the recurrence of such releases, and to respond to such releases.

If the spill occurs on a site off of the right-of-way, the Contractor shall follow the reporting procedures as described above.

110.07 Contractor Negligence. If the Contractor violates the requirements of a C of E Section 404 Permit, NPDES Permit, or any other requirement of these specifications, and fails to properly maintain, install and/or construct erosion and siltation control items, the Engineer may take, but is not limited to, one or more of the following actions:

- Cessation of other project related work,
- Withholding of Contractor payments,
- Suspension of the Project,
- Default of the Contract.

All work required due to the violation of provisions of C of E Section 404, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the Department. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the Department which are the result of the Contractor's failure to comply with a C of E Section 404 Permit or NPDES Permit.

Failure to comply with the conditions of the C of E Section 404 Permit may result in the C of E issuing a cease and desist order for all permitted activities. Obtaining a new Section 404 Permit from the C of E may require 60-120 calendar days processing time.

The Department will not be responsible for any delays or costs due to the Contractor's failure to comply with the above special conditions. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the clean up shall be performed by the Contractor at no cost to the State.

110.08 Method of Measurement and Basis of Payment. Work required to comply with this subsection will not be paid for separately but will be considered included in the unit prices bid for other items of the work.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The sixth paragraph of **Subsection 303.02** is hereby deleted and the following is substituted therefore:

For Classes 1 through 8 material, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.425 mm) sieve. For Classes 3 through 8 the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.

Table 303-1, Aggregate Base Course Grading, is hereby amended by deleting the percent passing the No. 200 (0.075 mm) sieve gradation for Classes 6, 7, and 8 and the following substituted therefore:

The percent passing the No. 200 (0.075 mm) sieve grading for Classes 6, 7, and 8 will be 3 – 12.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****PRODUCTION VERIFICATION OF ASPHALT CONCRETE HOT MIX**

Section 404 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The third and fourth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefore:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 90 calendar days. The asphalt mixture shall be verified by testing mix that has been produced through the plant using the aggregate proportions shown on the accepted mix design.

The mix will be considered to be verified if test values for air voids, VMA, and asphalt binder content are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

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SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Section 404 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added to the second paragraph in **Subsection 404.01(a), Design of Asphalt Mixtures. (a) General:**

Mix designs will be approved for a period of five years from the original approval date provided satisfactory results are obtained during production and placement.

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SUPPLEMENTAL SPECIFICATION
MINERAL AGGREGATES

Table 409-1 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

Table 409-1
Coarse Aggregate Properties

Coarse Aggregate Type	Crushed Gravel; Crushed Stone; Crushed Steel Slag
Size	Plus No. 8 (2.36 mm)
Fractured Faces	
One Face	98 % min.
Two Faces	80 % min.
LA Abrasion (AASHTO T 96)	40 % max.
Sodium Sulfate Soundness (AASHTO T 104, 5 cycle)	12% max.
Flat, Elongated Particle	10 % max.
Wearing Surface Aggregate	
Limestone	60 % max.
Other ^{Note 1}	40 % min.
Gravel	60 % max.
Other ^{Note 2}	40 % min.

NOTE 1: Crushed sandstone, crushed siliceous gravel, syenite, novaculite, crushed steel slag or mineral aggregate which has an insoluble residue not less than 85% when tested in a 1:1 solution of hydrochloric acid and water according to AHTD Test Method 306 shall be used as the remaining coarse mineral aggregate.

NOTE 2: Crushed steel slag, crushed sandstone, syenite, novaculite, or other crushed quarry stone which has an insoluble residue not less than 85% when tested in a 1:1 solution of hydrochloric acid and water according to AHTD Test Method 306 shall be used as the remaining coarse mineral aggregate.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

DENSITY TESTING FOR ACHM LEVELING COURSES AND BOND BREAKERS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is inserted after the fourth paragraph of Subsection **410.09(a)**:

The following procedures shall apply for field density testing when ACHM mixes are used as a leveling course or as a bond breaker between a base material and Portland Cement Concrete Pavement:

- If the entire subplot quantity is placed for leveling or as a bond breaker and the thickness of all of the leveling/bond breaker in that subplot is less than three times the nominal maximum aggregate size, no field density sample or test will be required. The subplot will be excluded from the calculation of the average field density for the acceptance of the lot in Subsection 410.09(a).
- If the entire subplot quantity is placed for leveling or as a bond breaker and portions of the leveling/bond breaker have a thickness greater than three times the nominal maximum aggregate size, a field density sample shall be obtained by the Contractor at a location determined by the Department using AHTD Test Method 465; however the sampling area will be restricted to the area in which the thickness of the leveling course/bond breaker is greater than three times the nominal maximum aggregate size.
- If only a portion of the subplot quantity is placed for leveling or as a bond breaker, the Contractor shall obtain a field density sample at a location determined by the Department using AHTD Test Method 465; however the sampling area will be restricted to the portion of the subplot where the material used as leveling or as a bond breaker has a thickness greater than three times the nominal aggregate size and to the area where the material was not used for leveling or as a bond breaker.

When field density testing for a subplot is waived by one of the above conditions, the ACHM mix used as a leveling course or as a bond breaker shall be compacted utilizing the optimum rolling pattern to achieve the maximum density required, as required by Subsection 410.08.

The first sentence of the second paragraph of Subsection 410.10 is hereby deleted and the following is substituted therefor:

When the entire quantity of either the ACHM Binder Course or ACHM Surface Course (including any sublots used for leveling) meets the following criteria, an incentive of the percentage designated will be applied to the dollar amount for all the components of the designated mix.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WATER FOR VEGETATION

Division 600 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

SECTION 620, SEEDING, IS AMENDED AS FOLLOWS:

Paragraphs (1) and (2) of **Subsection 620.03(f), Water**, are hereby deleted and the following substituted therefore:

(f) Water. (1) Initial Application. From April 1 through December 31, either the day before the seeding is placed or on the day of the seeding operation (either before the seed is placed or after the application of the mulch cover), a minimum of 20.4 M Gallons per acre (188 cu m or 188 kL per ha) of water will be applied to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed. This quantity may be reduced by the Engineer dependent on the soil moisture conditions immediately prior to the application of the seeding. Failure to apply the initial application of the quantity of water directed by the Engineer will result in a deduction in payment as shown below. Water used for hydro-seeding or tackifier application will not be measured or paid for, and will not be included in the quantity of water required for the initial water application. The initial application of water and deductions for failure to water will not be required from January 1 through March 31.

(2) Weekly Application. From April 1 – December 31, unless otherwise directed by the Engineer, the Contractor shall apply water in an amount such that, in conjunction with any rainfall, the seeded and mulched areas will receive an amount equivalent to a minimum of $\frac{3}{4}$ " (19 mm) of water each week beginning the week after seeding and continuing for a minimum of four (4) weeks ($\frac{3}{4}$ " [19 mm] of water is equivalent to 20.4 M Gallons per acre [188 cu m or 188 kL per ha]). The Engineer will adjust the amount of water required each week to deduct any rainfall received during the 7 calendar day period prior to the weekly watering. The weekly applications of water and deductions for failure to water will not be required from January 1 through March 31.

SECTION 621, TEMPORARY EROSION CONTROL ITEMS AND DEVICES, IS AMENDED AS FOLLOWS:

The fourth and fifth paragraphs of **Subsection 621.03(b), Temporary Seeding**, are hereby deleted and the following substituted therefore:

From April 1 through December 31, either the day before the temporary seeding is placed or on the day of the temporary seeding operation (either before the seed is placed or after the application of the mulch cover) an application of water will be applied, in accordance with Subsection 620.03(f)(1). No subsequent weekly waterings will be required for Temporary Seeding.

Failure to meet this application of water requirement will result in a permanent deduction in payment and /or permanent recovery of payments equal to the minimum bid price established in Subsection 620.05(d) for each M.G. (kL) not applied as directed in accordance with these specifications. Equipment and methods used to place the water shall be in accordance with Subsection 620.03(f)(4).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WATER FOR VEGETATION

SECTION 624, SOLID SODDING, IS AMENDED AS FOLLOWS:

The second paragraph of **Subsection 624.03(c), Placement of Sod**, is hereby deleted and the following substituted therefore:

When sodding is completed, the sodded areas shall be cleared of loose sod, excess soil, or other foreign material; a thin application of topsoil shall be scattered over the sod as a top dressing; and the areas thoroughly moistened. Water shall be applied at a minimum rate of 20.4 M Gallons per acre (188 cu m or 188 kL per ha) or as directed by the Engineer for a period of at least 3 weeks. The Engineer will adjust the amount of water required each week to deduct any rainfall received during the 7 calendar day period prior to the weekly watering. The weekly applications of water and deductions for failure to water will not be required from January 1 through March 31. The time required for application of water will not be included in the computation of contract time for completion of the project provided all other work under the Contract has been completed.

Failure to meet this water application requirement will result in a permanent deduction in payment and /or permanent recovery of payments equal to the minimum bid price established in Subsection 620.05(d) for each M.G. (kL) not applied as directed in accordance with these specifications. Equipment and methods used to place the water shall be in accordance with Subsection 620.03(f)(4).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MAINTENANCE OF TRAFFIC

Division 600 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

SECTION 603, MAINTENANCE OF TRAFFIC AND TEMPORARY STRUCTURES, IS AMENDED AS FOLLOWS:

The following is added as the third paragraph of **Subsection 603.02(a), Maintenance of Traffic:**

Traffic control plans for detours, lane closures, lane width reductions, shoulder closures, and other alterations to the original traffic pattern shall not be placed in operation more than 72 hours before the work begins which requires the traffic control changes. After a traffic control plan is placed in operation, if progress on the work that required such plan is interrupted by more than 72 continuous hours, the original traffic operations must be restored as conditions allow, unless otherwise directed by the Engineer. Removal and restoration of traffic control devices to restore original traffic operations, and the subsequent reinstallation of the traffic control modifications will be at no additional cost to the Department.

Paragraph 3 of **Subsection 603.02(d), Projects on Existing Roadways**, is hereby deleted and the following substituted therefore:

The Contractor shall provide the Engineer with a minimum of three full business days advance, written notification of any non-emergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION**

**RETROREFLECTIVE SHEETING FOR
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES**

Section 604 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first two paragraphs of **Subsection 604.02(b)** are hereby deleted and the following substituted therefore:

(b) Signs, Vertical Panels, Barricades, Drums and Traffic Cones. Materials for signs required under this subsection shall comply with materials requirement of the plans, specifications and the MUTCD for the construction of signs using ASTM D 4956 Type VII, VIII, or IX sheeting for non-orange signs and Fluorescent Orange retroreflective sheeting furnished according to the QPL for orange signs. Materials for vertical panels and barricades shall comply with ASTM D 4956 Type VII, VIII, or IX sheeting.

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or Type IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall meet the requirements of ASTM D 4956 for Type IX sheeting.

Table 604-1 Fluorescent Orange Sheeting and Table 604-2 Fluorescent Orange Color Specification Limits (Daytime) in **Subsection 604.02(b)** are hereby deleted and the following substituted therefore:

**TABLE 604-1
Fluorescent Orange Sheeting**

Observation Angle	Minimum Coefficient Of Retroreflection Candelas Per Foot Candle Per Square Foot	
	Entrance Angle	Fluorescent Orange
0.2	-4.0	200
0.2	30.0	92
0.5	-4.0	80
0.5	30.0	30

**TABLE 604-2
Fluorescent Orange Color Specification Limits (Daytime)**

Corner Point:	1		2		3		4	
	x	y	x	y	x	y	x	y
	0.583	0.418	0.516	0.397	0.560	0.341	0.655	0.345

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

INSPECTION OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The last sentence of paragraph one of **Subsection 604.03(a)** is hereby deleted and the following substituted therefore:

The certification for inspection of traffic control devices shall be documented on the attached "Traffic Control Device Inspection Checklist", which is to be completed in its entirety, as applicable, on a daily basis.

The Traffic Control Device Inspection Checklist form is available on the Department's website at:

http://www.arkansashighways.com/construction_division/TrafficControlDeviceInspectionForm.pdf

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****PIPE CULVERTS FOR SIDE DRAINS**

Section 606 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The second paragraph of **Subsection 606.01** is hereby deleted and the following substituted therefore:

For side drains, when the type is not specified on the plans, the Contractor may furnish any of the types listed in Subsection 606.02 provided that only one type and material shall be used for all side drains of like cross-sectional shape on the project. In addition, when circular pipe is specified for a side drain the Contractor may, at no additional cost to the Department, substitute an arch pipe providing the equivalent waterway.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS

Section 606 of the Standard Specification for Highway Construction, Edition of 2003, is hereby amended as follows:

The fifth paragraph of **Subsection 606.02 Materials (b) Reinforced Concrete Pipe** is hereby deleted and the following substituted therefor:

(4) Joints shall be sealed with either preformed rubber gaskets or bitumen/ butyl rubber plastic gaskets complying with AASHTO M 198 or with tubular cross-section closed cellular rubber gaskets complying with the physical requirements of ASTM D 1056 (Type 2, Class C, Grade 1) and meeting the chemical requirements of AASHTO M 198.

The sixth paragraph of **Subsection 606.03 Construction (d) Joining Pipe** is hereby deleted and the following substituted therefore:

(3) When tubular cross-section closed cellular rubber gaskets are selected by the Contractor, the gaskets shall be a single, continuous part conforming to the joint shape. The outer surface of the gasket shall be completely covered with a natural skin. The cross-sectional diameters and installation practices shall be in accordance with the manufactures' recommendations for the size of pipe or culvert being placed.

To ensure an even and well-filled joint, the final joining of the pipe shall be accomplished by either pushing or pulling, by approved mechanical means, each joint of the pipe as it is laid. In cold weather, when directed, the joint material shall be warmed in a hot water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
CONCRETE PULL BOX

Section 711 of the Standard Specification for Highway Construction, Edition of 2003, is hereby amended as follows:

Subsection 711.02 Materials, is hereby deleted and the following substituted therefor:

The pull box cover and cover ring shall be constructed with portland cement concrete reinforced with welded wire or shall be polymer concrete reinforced with heavyweave fiberglass or shall be high density polymer concrete reinforced with Sheet Molding Compound (SMC).

The pull box body shall be constructed with portland cement concrete reinforced with welded wire or shall be polymer concrete reinforced with heavyweave fiberglass or shall be manufactured using the compression molded process, utilizing high density polymer concrete and SMC to produce a one-piece monolithic structure.

No fiberglass shall be exposed. All exposed portions of the pull box shall be non-electrically conductive.

The minimum inside dimensions measured horizontally across the center of the box just below the lid support lip shall be as follows:

Concrete Pull Box -- Type 1 and 1 HD:

8 ¾" (220 mm) wide x 14 ¼" (360 mm) long

Concrete Pull Box -- Type 2 and 2 HD:

11" (280 mm) wide x 21" (530 mm) long

Concrete Pull Box -- Type 3 and 3 HD:

15 ¼" (385 mm) wide x 28" (710 mm) long

The depth measured from the top of the lid shall be a minimum of 11 ½" (290 mm).

A non-metal electrically insulated cover shall be provided for each pull box. The covers shall have a skid resistant surface on top and a lifting eye.

The pull box and cover shall be constructed in such a manner that the assembly will support light vehicular traffic. The cover with pull box shall meet or exceed the following test loading:

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 SUPPLEMENTAL SPECIFICATION
 CONCRETE PULL BOX**

Type	Load		Load Area	
	pounds	kg	Sq. inch	sq mm
1	3800	1720	10 (3.16" x 3.16")	6400 (80 mm square)
1 HD	7500	3400	10	6400
2	3800	1720	20 (4" x 5")	13,000 (100 mm x 130 mm)
2 HD	7500	3400	20	13,000
3	3800	1720	20	13,000
3 HD	7500	3400	20	13,000

Pull box with cover in place shall comply with the National Electric Code for exposed boxes rated at voltages up to 480 VAC.

All Type HD concrete pull boxes are to be installed as shown on the plans with a surrounding apron of concrete 12" (305 mm) wide and 6" (152 mm) in depth. The concrete shall comply with Section 802 for Class S Concrete. The Department will perform all acceptance sampling and testing at the frequencies shown for the Contractor acceptance testing in Subsection 802.06. Reinforcing steel shall meet the requirements of Subsection 804.02(a) for the size and grade shown in the plans and shall be placed as shown in the plans and in conformance with Subsections 804.06 and 804.07.

The pull box shall be permanently labeled with "AHTD", "ELECTRIC", the manufacturer's name and model identifier. The permanent label "AHTD" and "ELECTRIC" shall be placed on the outside of the pull box lid.

Subsection 711.05, Basis of Payment, is hereby deleted and the following substituted therefor:

Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Concrete Pull Box of the type specified, which price shall be full compensation for furnishing and installing the pull box; for excavation, backfill, compaction, removal of surplus materials and replacement of the existing surface; for furnishing and placing the bedding material; for furnishing and placing reinforcing steel and concrete for the HD pull box aprons; and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Pull Box (Type __)	Each

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

**DESIGN AND MATERIAL REQUIREMENTS FOR TRAFFIC SIGNAL
MAST ARMS AND POLES**

Section 714 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

Paragraph (a) of **Subsection 714.02** is hereby deleted and the following substituted therefore:

(a) Poles and mast arms shall be ASTM A 1011, SS, Grade 50 (345), AASHTO M 270, Grade 50(345), ASTM A 595 Grade A, or ASTM A 572, Grade 50 or Grade 65. Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

The first bullet following the sixth paragraph of **Subsection 714.03** is hereby deleted and the following substituted therefore:

- That the design complies with the plans and specifications and meets or exceeds the standards found in the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition (2001)* with 2003 and 2006 interims.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

DESIGN AND MATERIAL REQUIREMENTS FOR TRAFFIC SIGNAL PEDESTAL POLES

Section 715 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first bullet following the fourth paragraph of **Subsection 715.03** is hereby deleted and the following substituted therefore:

- That the design complies with the plans and specifications and meets or exceeds the standards found in the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition (2001)* with 2003 and 2006 interims.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

THERMOPLASTIC PAVEMENT MARKING MATERIAL

Section 719 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The second paragraph of **Subsection 719.02** is hereby deleted and the following substituted therefore:

The material shall meet the requirements of AASHTO M 249 with the following exceptions for color on yellow materials.

Color Specifications

Color Specification Limits -Daytime
Initial

Chromaticity Coordinates								Luminance Factor, Y(%)	
1		2		3		4		min	max
x	y	x	y	x	y	x	y		
0.499	0.466	0.545	0.455	0.518	0.432	0.485	0.454	40.0	60.0

Initial daytime color determination will be made in accordance with the requirements of AASHTO T 250. Values shall be evaluated on material without the drop-on beads.

Color Specification Limits -Daytime
Retained

Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400

Retained daytime color limits shall conform to the specifications for a minimum of ninety days for construction pavement markings and one year for all other markings. Retained readings will be determined on a beaded surface in accordance with the requirements of ASTM E 2366.

Color Specification Limits -Nighttime
Initial with drop-on beads

Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.575	0.425	0.508	0.415	0.473	0.453	0.510	0.490

Initial nighttime color limits will be determined in accordance with the requirements of ASTM E 2367 on a beaded surface.

The pigments used for the pavement marking material compound shall not contain any compounds that will exceed the values listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

Section 723 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first paragraph of **Subsection 723.02 Materials and Fabrication. (c) Retroreflective Sheeting** is hereby deleted and the following substituted therefore:

The retroreflective sheeting for signs and delineators shall comply with ASTM D 4956 for Type III, VIII or IX Retroreflective Sheeting, except that Type VIII or Type IX Retroreflective Sheeting shall be used on all delineators. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

The second paragraph of **Subsection 723.02 Materials and Fabrication. (d) Legend. (2) Demountable Legend** is hereby deleted and the following substituted therefore:

Frames for border strips, corners, legend and shields shall be fabricated from 0.063" (1.6mm) sheet aluminum complying with the requirements of ASTM B 209, Alloy 5052-H38.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 100728

EXTENSION FOR PIPE CULVERTS

DESCRIPTION: This item consists of extending existing pipe culverts at selected locations designated by the Engineer by retaining the existing pipe culverts and constructing a concrete collar as a waterproof seal connection between the existing and proposed pipe culverts.

MATERIALS: Materials shall conform to the requirements of Section 802 for Class S Concrete, and Section 804 for Reinforcing Steel (Grade 40 or Grade 60), of the Standard Specifications for Highway Construction, Edition of 2003.

CONSTRUCTION REQUIREMENTS: The Contractor shall break the existing headwall down to the top of the existing pipe culvert and excavate the material at the bottom of the existing pipe culverts in such a manner that the existing pipe culverts will experience no damage and can remain in place. After placement of the new culvert, the Contractor shall construct a concrete collar as a waterproof seal connection between the existing proposed pipe culverts. The method used for forming and placing the concrete collar shall be sufficient to seal the joint from leakage as approved by the Engineer. Adequate vibration shall be applied to the concrete to ensure consolidation. Debris from the broken headwalls shall be removed and disposed of as approved by the Engineer.

BASIS OF PAYMENT: There shall be no direct payment made for fulfilling the requirements of this Special Provision. Payment for work completed and accepted as provided above will be considered included in the price bid for the various contract items.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100728

REMOVAL AND DISPOSAL OF GUARDRAIL

DESCRIPTION: This item shall consist of removing existing guardrail, line posts and terminal anchor posts, including concrete footings; disposing of existing terminal anchor posts and all materials; and filling guardrail post holes in accordance with these specifications and from the locations shown on the plans or as directed by the Engineer.

CONSTRUCTION METHODS: The existing guardrail, line posts, terminal anchor posts and footings shall be removed. All materials will become the property of the Contractor.

The Contractor shall fill with earth all holes where guardrail posts and terminal anchor posts have been removed. Earth in the holes shall be thoroughly compacted with a mechanical tamper until it is as firm and unyielding as the surrounding material.

METHOD OF MEASUREMENT: The removal and disposal of guardrail, completed and accepted, will be measured by the linear foot, in place before removal. Terminal sections shall be considered to be 25 feet in length.

BASIS OF PAYMENT: Work completed under this item and measured as provided above will be paid for at the contract unit price bid per linear foot for Removal and Disposal of Guardrail, which price shall be full compensation for removing and disposing of all materials, including terminal anchor posts; for filling the guardrail post holes and terminal anchor post holes; and for all equipment, tools, labor, materials and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Removal and Disposal of Guardrail	Linear Foot

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**JOB 100728****STORM WATER POLLUTION PREVENTION PLAN**

National Pollution Discharge Elimination System
General Permit # ARR150000

Prepared for:

CITY OF JONESBORO

Date: June 5, 2013**General Information:**

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the Civil Engineering Associates for the City of Jonesboro (Owner) for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

- a) *The AHTD Standard Specifications for Highway Construction, 2003 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
- b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
- c) Contract documents provide the Contractor and Owner with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*, and a copy of the Notice of Intent (NOI).
- d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
- e) Construction site posting.
 - i. For large construction sites (all sites five acres or above) - a signed copy of the ADEQ Notice of Intent (NOI) found in the project contract, to be replaced by the completed Arkansas Department of Environmental Quality (ADEQ) Authorization Letter to Discharge Stormwater when it is sent by ADEQ.
 - ii. For small construction sites under five acres (automatic coverage sites) - the completed ADEQ Notice of Coverage for small sites from the ADEQ website.

Project Name and Location:

Crowley's Ridge Scenic By Way: Multi-use Trail
AHTD Job# 100728

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB 100728

STORM WATER POLLUTION PREVENTION PLAN

Operator Name and Address:

City of Jonesboro

Name of Owner The Honorable Mayor Harold Perrin

Address of Owner
300 South Church Street

Jonesboro, AR 72401

Name of Contact Person Craig Light P.E.

Contact Number (870) 932-2438

A. Site Description

- 1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.
- 2) Project Description and Intended Use after Notice of Termination (NOT) is filed: *Project is for a multi-use pedestrian trail.*
- 3) Sequence of Activities:

The sequence of Major Soil Disturbing Activities is shown below. **Be aware that the sequence below is provided as a general course of action for the progression of construction activities. Actual sequence of construction will be determined by the Contractor's schedule and field conditions.**

- a. Implement Maintenance of Traffic
- b. Install SWPPP Control Devices
- c. Clearing & Grubbing
- d. Construct Trail & Temporary Seeding
- e. Establish Final Vegetative Cover & NOT.

4) Total Acres Available: 5.00 Total Disturbed Area 4.50

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

5) Existing Site Information:

- a. Runoff Coefficient Based on attachment C:
Before construction starts, the site has a runoff coefficient of 0.80
After construction is completed, the site will have a runoff coefficient of 0.80

b. Soil Information _____

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
JOB 100728
STORM WATER POLLUTION PREVENTION PLAN**

c. No data exists on the quality of storm water discharging from the site.

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

Refer to Contractor identification form in Section Q and the Inspector identification form in Section R. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit pg 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

- a. Sta 0+00 – Sta 133+72
- b. _____
- c. _____

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

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: City of Jonesboro

Narrative Description of Nearest Water: Turtle Creek
 Name of Ultimate Receiving Water: St. Francis River
 Wetland acreage at site, if any: None

Waterbodies that would require the fifty (50) foot buffer zone are Extraordinary Resource Waters (ERW), Ecologically Sensitive Waterbodies (ESW), Natural and Scenic Waterways (NSW), and/or other uses at the discretion of the Director of ADEQ.

Above categorized waterbodies, if any on project: _____

D. TMDL and 303(d) list can be found at:
(http://www.adeg.state.ar.us/water/branch_planning/default.htm)

1) 303 (d) Listed Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

Storm water discharges from this site do not enter a water body on the list of waters impaired for turbidity/oil and grease on the 303(d) list.

Statement 2:

_____ Storm water discharges from this construction site enter a water body on the list of impaired water bodies (303d list) for turbidity/oil and grease. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

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2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

 X Storm water discharges from this site do not enter a water body with an approved TMDL for turbidity or oil and grease.

Statement 2:

_____ Storm water discharges from this construction site enter a water body with an established TMDL allocation for turbidity and/or oil and grease. A TMDL has been written for the water body that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

1.) List TMDL assumptions and allocations: _____

2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. _____

If storm water from the project discharges to a water body with an approved TMDL and/or 303d listed waterbody, ADEQ could require a fifty foot undisturbed buffer zone adjacent to the water body.

E. Attainment of Water Quality Standards after Authorization: (Permit pg 4 of Part II)
ATTAINMENT OF WATER QUALITY STANDARDS AFTER AUTHORIZATION - BMP's have been selected and will be installed and maintained at the construction site that will minimize the discharge of pollutants as necessary to meet applicable water quality standards.

F. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

G. Stormwater Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit pg 4 of Part II)

Complete descriptions and specifications for control measures may be found in the AHTD's Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.**

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

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Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.

(Construction Activity/Control/Timing)

- 1) Clearing & Grubbing (Silt Fencing)(Installed Prior to Construction)
- 2) Pipe Installation (Rock Check Installed Prior to Construction)
- 3) Base Course & Sidewalk Construction (Silt Fencing & Temporary Seeding)
- 4) Final Vegetative Cover
- 5)

2. Stabilization Practices: (Permit pg 5 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

Dust control - wet down dusty areas as needed/ongoing

Erosion control matting - _____

Geotextiles - _____

Limiting disturbed area - will be limited by Engineer as discussed in Section 110.06(d) of Standard Specifications/ongoing

Mulches - _____

Mulch control netting - _____

Off-site tracking controls (Either stabilized exits and/or wheel washing)*

Preserving existing vegetation - as shown on the job plans/ongoing

Sod stabilization - _____

Temporary and permanent seeding - within 14 days of temporarily ceasing construction activity on a portion of the site.

Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of ADEQ. If encroachment is necessary within these required buffer zones, briefly describe the reason why.)

When encroachment occurs additional measures will be taken to protect the waterbody and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.

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Slope Tracking - _____

_____ Other - _____

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

3. Structural Practices: (Permit pg 6 of Part II)

List of Structural Practices to be utilized and scheduling of implementation for that practice:

_____ Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or a sized based on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) - _____

_____ Curb & gutter - _____

Ditch checks** - _____

_____ Diversion ditches - _____

Drainage swales - _____

Drop inlet silt fences - _____

_____ Erosion control Matting - _____

_____ Gabions - _____

_____ Inlet & outlet protection - _____

Silt fences - _____

_____ Slope drains - _____

_____ Storm sewer - _____

Retaining walls - _____

_____ Temporary Silt Dikes - _____

_____ Wattles/Sediment Logs - _____

_____ Other - _____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements the procedures for the removal of a sediment basin can be found in the Standard Specifications section 621.03(K).

**Hay/Straw bales will not be used in areas of concentrated flow.

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H. 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. (Permit pg 7 of Part II)

1) Solid material control, debris and wastes:

All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USACofE Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to water bodies.)

3) Temporary sanitary facilities:

Facilities will be provided and properly maintained by the Contractor in accordance with Section 107.06 of the Standard Specifications.

4) Concrete waste area:

Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

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

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.07, Pollutants, of the Standard Specifications.

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

List of Anticipated Allowable Non-Stormwater Discharges*:

- 1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2
- 2) Landscape Irrigation
- 3) Pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.

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*Other Allowable Non-Stormwater Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

J. Post-Construction Stormwater Management: (Permit pg 7 of Part II)

Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

<input type="checkbox"/>	Channel linings	<input checked="" type="checkbox"/>	Concrete ditch paving
<input checked="" type="checkbox"/>	Culverts	<input checked="" type="checkbox"/>	Curb and gutter
<input type="checkbox"/>	Detention basins	<input type="checkbox"/>	Drop inlets
<input checked="" type="checkbox"/>	Dumped riprap	<input type="checkbox"/>	Floodgates
<input type="checkbox"/>	Gabions	<input checked="" type="checkbox"/>	Grassed swale
<input type="checkbox"/>	Inlet & outlet protection	<input type="checkbox"/>	Permanent seeding
<input type="checkbox"/>	Retention pond	<input type="checkbox"/>	Riprap
<input type="checkbox"/>	Solid sodding	<input checked="" type="checkbox"/>	Storm sewer
<input checked="" type="checkbox"/>	Topsoil replacement	<input type="checkbox"/>	Underdrains
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland creation
<input type="checkbox"/>	Other-list _____		

Velocity dissipation devices:

<input type="checkbox"/>	Concrete spillways	<input type="checkbox"/>	Grouted riprap
<input checked="" type="checkbox"/>	Permanent seeding & mulch	<input type="checkbox"/>	Underdrains
<input type="checkbox"/>	Solid sodding	<input checked="" type="checkbox"/>	Concrete ditch paving
<input checked="" type="checkbox"/>	Dumped riprap	<input type="checkbox"/>	Detention basins
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland infiltration
<input type="checkbox"/>	Other-list _____		

K. State or Local Plans: (Permit pg 8 of Part II)

The Arkansas State Highway Commission and the Arkansas State Highway and Transportation Department have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled and maintained by the AHTD. The AHTD will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

This authority does not extend to the Contractor's off-site operations. The Contractor is responsible for complying with all State and Local Plans in accordance with Section 107.01 of the Standard Specifications.

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L. Inspections: (Permit pg 8 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

 X Every 7 days or

 Every 14 Days and within 24 hours after a ½ inch or greater rainfall event.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection and 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 the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measure will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer's specifications.
4. Approximate times of beginning and duration of storm events.
5. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.
6. A description of any discharges during inspections.
7. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
8. All site entrances and exits will be checked to ensure no off-site tracking.
9. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
10. 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.

M. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit pg 9 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.4.M.

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N. Adverse Weather Conditions: Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

O. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all AHTD projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the AHTD Environmental Division at (501) 569-2522, or the U.S. Fish and Wildlife Service at (501) 513-4488.

P. Employee Training: AHTD employees have received formal training in NPDES Storm Water requirements and SWPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

SECTION 03616

REACTIVE CHEMICAL CONCRETE STAIN

PART 1. GENERAL

1.01 SUMMARY

- A. Section includes:
1. Chemically stained concrete floor finish.
 2. Sealer.

1.02 REFERENCES

- A. ASTM International (ASTM):
1. ASTM C 171: Standard Specification for Sheet Materials for Curing Concrete.
 2. ASTM C 309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 3. ASTM F 1869: Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's technical data, including Material Safety Data Sheet (MSDS) and installation instructions, for each product specified. Include LEED submittal for Credit IEQ 4.2 Low-Emitting Materials: Paints & Coatings if this project will be submitted for LEED certification.
- B. LEED Documentation, Credit IEQ 4.2: Verification of VOC content.
- C. Samples for Initial Selection: Manufacturer's color charts showing full range of colors available.
- D. Qualification Data: For manufacturer and Installer.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 10 years of documented experience producing the specified products.
- B. Installer Qualifications: Minimum 5 years of documented experience with work of similar scope and complexity required by this Project and acceptable to, or certified by, concrete stain manufacturer.
- C. Regulatory Requirements:
1. Code of Federal Regulations 40 CFR 59, Subpart D and EPA Test Method 24 establish VOC emissions standards and test protocols for architectural coatings.
 2. Products to comply with United States Clean Air Act for maximum Volatile Organic compound (VOC) content as specified in this Section.

- D. Material Source: Obtain each specified material from the same source.
- E. Notification: Give a minimum 7 calendar days' notice to manufacturer's authorized field representative before date established for commencement of concrete stain work.
- F. Concrete Stain Mockups:
 - 1. Construct a 10 foot by 10 foot mockup at location selected by Engineer.
 - 2. Provide individual mockups for each color and pattern required.
 - 3. Construct mockup using materials, processes, and techniques required for the work, including curing procedures. Incorporate representative control, construction, and expansion joints according to Project requirements. Installer for the work to construct mockup.
 - 4. Mockup to be stained and sealed by the Installer who will actually perform the work for the Project. Record the amount of chemical stain needed per square foot of application to establish coverage rates for the work.
 - 5. Notify Engineer and Owner a minimum of seven calendar days in advance of the date scheduled for each mockup construction.
 - 6. Obtain the Engineer's and Owner's acceptance of each mockup prior to commencement of the work.
 - 7. Each mockup to remain until completion of the work to serve as a quality control standard for the work. Provide suitable protections to preclude damage to mockup.
 - 8. Demolish and remove each mockup from site when directed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original factory unopened, undamaged packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable.
- B. Store products in a location protected from damage, construction activity, and adverse environmental conditions, and away from combustible materials and sources of heat, according to manufacturer's printed instructions and current recommendations.
- C. Handle products according to manufacturer's printed instructions.

1.06 PROJECT CONDITIONS

- A. Environmental Conditions: Maintain an ambient temperature between 50 deg F and 90 deg F during application and at least 48 hours after application.

1.07 PREINSTALLATION CONFERENCE

- A. Seven calendar days prior to scheduled date of installation, conduct a meeting at Project site to discuss requirements, including application methods. Attendees to include Engineer, Owner, Contractor, Installer, and manufacturer's authorized field representative.

PART 2. PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Basis of Design: Provide products specified herein manufactured by L. M. Scofield Company (Scofield).

2.02 MATERIALS

- A. Reactive Chemical Concrete Stain: Reactive, water-based solution of metallic salts which react with calcium hydroxide in cured concrete substrates to produce permanent variegated or translucent color effects. Zero VOC content.
 - 1. Product: Scofield's "LITHOCHROME Chemstain Classic."
 - 2. Color(s):
 - a. CS-15 Antique Amber.
- B. Solvent-Borne Sealer: 100 percent methacrylate polymers and UV inhibitors blend. Low VOC waterborne modified acrylic formulation. Complies with ASTM C 309. VOC content 685 g/L.
 - 1. Product: Scofield's "SCOFIELD Cureseal-S."

PART 3. EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions under which the concrete stain work will be performed and identify conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. New Concrete: Comply with the following:
 - 1. Newly placed concrete to sufficiently cure for concrete to become reactive. Minimum cure time is 14 days.
 - 2. Do not use liquid curing materials. Cure concrete flatwork with new, unwrinkled, non-staining, high quality curing paper complying with ASTM C 171. Do not overlap curing paper.
 - 3. Cure surfaces using the same method and different sections (pours) chemically stained when concrete is the same age.
 - 4. Immediately prior to chemically staining, thoroughly clean concrete to remove any contaminants deleterious to subsequent chemical stain application. Sweep surfaces, then pressure wash or scrub using a rotary floor machine with a Mal-Grit Brush from the Malish Corporation. Use suitable, non-acidic, high quality commercial detergents to facilitate cleaning. Rinse surfaces after

cleaning until rinse water is completely clean. Allow floor to dry completely prior to application of concrete stain.

- a. Pressure Washing: Use a pressure washer equipped with a fan tip and rated for a minimum pressure capability of 4000 psi.

B. Existing Concrete:

1. Clean concrete surfaces until completely penetrable before receiving the initial application of chemical stain. Test surfaces to receive stain by spotting with water. Water should immediately darken the substrate and be readily absorbed. If water beads and does not penetrate or only penetrates in some areas, perform additional surface preparation and testing. On denser concrete floors, sand lightly to open up surfaces. Retest and continue surface preparation until water spots immediately darken and uniformly penetrate concrete surfaces.
2. Cleaning method used depends on the condition of the concrete surface. To remove dirt and other contaminants, detergents and other commercial grade cleaners may be suitable subject to testing. Pressure washing or scrubbing with a rotary floor machine with a Mal-Grit Brush from the Malish Corporation is required, unless otherwise recommended by chemical stain manufacturer.

- a. Pressure Washing: Use a pressure washer equipped with a fan tip and rated for a minimum pressure capability of 4000 psi.

3. Rinse concrete substrates until rinse water is completely clean.

C. Scoring: Score decorative jointing in concrete surfaces 1/8 inch deep with diamond blades. Rinse until water is completely clean.

1. Single Color Stain Applications: Score after staining.
2. Multiple Color Stain Applications: Score before staining.

3.03 CHEMICAL STAIN APPLICATION

A. General: Comply with chemical stain manufacturer's printed instructions and current recommendations.

1. Do not mix the specified chemical stain with highly alkaline chemical stain materials. Doing so will result in a dangerous chemical reaction.

B. Protect surrounding areas, landscaping, and adjacent surfaces from overspray, runoff, and tracking. Divide surfaces into small work sections using walls, joint lines, or other stationary breaks as natural stopping points.

C. Apply chemical stains at the coverage rate recommended by the manufacturer and use application equipment according to the chemical stain manufacturer's printed instructions. Note the color of the liquid chemical stain will not be the final color produced on the concrete substrate.

- D. Transfer chemical stain to the substrate by brush or spray and immediate scrub into surface. Reaction time depends on wind conditions, temperatures, and humidity levels.
- E. When multiple coats of one or more colors are required, washing and drying between colors is desirable to evaluate the color prior to the next coat.
- F. Rinsing: After the final coat of chemical stain has remained on the surface for a minimum of four hours, neutralize unreacted chemical stain residue and then remove completely prior to sealing. After neutralization, thoroughly rinse surface with clean water several times to remove soluble salts. While rinsing, lightly abrade surface using a low-speed floor machine and red pad to remove residue and weakened surface material. Runoff may stain the adjacent areas or harm plants. Collect rinse water by wet vacuuming or absorbing with an inert material.
 - 1. Failure to completely remove all residue prior to sealing the surface will cause appearance defects, adhesion loss or peeling, reduced durability, and possible bonding failure and delamination of sealer.
 - 2. All stain residue, runoff liquid, and rinse water must be collected and disposed of according to applicable Federal regulations and governing authorities having jurisdiction.

3.04 SEALING APPLICATION

- A. Concrete substrate must be completely dry. Test surface for proper pH prior to applying sealer. A pH value of 7 or higher indicates all acid has been neutralized. If the tested pH value is less than 7, repeat neutralization step until the required pH value is achieved.
- B. Conduct a moisture vapor emission test prior to applying any sealer. Refer to the specific sealer's Technical-Data Bulletin for acceptable MVER.
- C. Apply sealer according to the sealer manufacturer's printed instructions at a rate of 300 to 500 square feet per gallon per coat. Maintain a wet edge at all times.
- D. Allow sealer to completely dry before applying additional coats.
- E. Apply second coat of sealer at 90 degrees to the direction of the first coat using the same application method and rates.
- F. Seal horizontal joints in areas subject to pedestrian or vehicular traffic.

3.05 PROTECTION

- A. Protect floor from traffic for at least 72 hours after final application of sealer.

3.06 MAINTENANCE

- A. Maintain chemically stained and sealed floors by sweeping. Clean spills when they occur and rinse dirt off with water. Wet-clean heavily soiled areas by mopping or by scrubbing with a rotary floor machine equipped with a scrubbing brush and a suitable, high quality commercial detergent. Maintain interior floors that require polishing by using a compatible, premium-grade, emulsion-type,

commercial floor polish, according to manufacturer's printed instructions and safety requirements.

END OF SECTION

INTERLOCKING CONCRETE PAVERS

INTERLOCKING CONCRETE PAVEMENT

PART 1: GENERAL SPECIFICATIONS

Note: This guide specification for concrete paver applications in the U.S. and Canada should be edited to fit project conditions and location. Notes are provided on the use of a compacted aggregate base under the bedding sand and pavers.

Other base materials may be used. The user should refer to Interlocking Concrete Pavement Institute ICPI software, *Zaphers™ Details & Specifications for Interlocking Concrete Pavement*, for various guide specifications and detail drawings.

1.01 Section Includes

- A. Concrete paver units (Concrete paver edge units)
- B. Bedding and joint sand
- C. Edge restraints

1.02 Related Sections

- A. Section: [-] – Curbs and Drains
- B. Section: [-] – Aggregate Base
- C. Section: [-] – Cement Treated Base
- D. Section: [-] – Asphalt Treated Base
- E. Section: [-] – Pavements, Asphalt and Concrete
- F. Section: [-] – Roofing Materials
- G. Section: [-] – Bitumen and Neoprene Setting Bed, Acrylic Fortified Mortar Setting Bed
- H. Section: [-] – Geotextiles

1.03 References

Note: Pavements subject to vehicles should be designed in consultation with a qualified civil engineer, in accordance with established flexible pavement design procedures, Pavespec software, and in accordance with the ICPI "Tech Spec" Technical Bulletins.

- A. American Society of Testing and Materials (ASTM):
 - 1. C 33, Specification for Concrete Aggregates
 - 2. C 136, Method for Sieve Analysis for Fine and Coarse Aggregate
 - 3. C 140, Sampling and Testing Concrete Masonry Units
 - 4. C 144, Standard Specification for Aggregate for Masonry Mortar
 - 5. C 936, Specification for Solid Interlocking Concrete Paving Units
 - 6. C 979, Specification for Pigments for Integrally Colored Concrete
 - 7. D 698, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5-lb (2.49 kg) Rammer and 12 in. (305 mm) drop
 - 8. D 1557, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (4.54 kg) Rammer and 18 in. (457 mm) drop
 - 9. D 2940, Graded Aggregate Material for Bases or Subbases for Highways or Airports.
- B. Canadian Standards Association (CSA):
 - 1. CSA-A231.2-95, Precast Concrete Pavers.
 - 2. CSA-A23.2A, Sieve Analysis of Fine and Coarse Aggregates.
 - 3. CAN/CSA-A23.1-94, Concrete Materials and Methods of Concrete Construction.
 - 4. CAN/CSA-A82.56M-1976, Aggregate for Masonry Mortar.
- C. Interlocking Concrete Pavement Institute (ICPI)
 - 1. Tech Spec Technical Bulletins.

1.04 Quality Assurance

- A. Installation shall be by a contractor and crew with at least one year of experience in placing interlocking concrete pavers on projects of similar nature or dollar cost.
- B. Contractor shall hold current Basic Level Certificate from the Interlocking Concrete Pavement Institute contractor certification program.
- C. Contractor shall conform to all local, state/provincial licensing and bonding requirements.

1.05 Submittals

- A. Shop or product drawings, and product data.
- B. Full size samples of concrete paving units to indicate color and shape selections. Color will be selected by Architect/Engineer/Landscape Architect/Owner from Manufacturer's available colors.
- C. Sieve analysis for grading of bedding and joint sand.
- D. Test results from an independent testing laboratory for compliance of paving unit requirements to [ASTM C 936] [CSA] or other applicable requirements.
- E. Manufacturer's certification of concrete pavers by ICPI as having passed applicable ASTM or CSA standards.
- F. Indicate layout, pattern, and relationship of paving joints to fixtures and project formed details.

1.06 Mock-Ups

- A. Install a 7 ft x 7 ft (2 m x 2 m) paver area as described in Article 3.02.
- B. This area will be used to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), color(s), and texture of the job.
- C. This area shall be the standard from which the work will be judged and shall it be incorporated into the work.

1.07 Delivery, Storage, And Handling

- A. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by fork lift or clamp lift. Unload pavers at job site in such a manner that no damage occurs to the product.
- B. Cover sand with waterproof covering to prevent exposure to rainfall or removal by wind. Secure the covering in place.
- C. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.

1.08 Environmental Conditions

- A. Do not install sand or pavers during heavy rain or snowfall.
- B. Do not install sand and pavers over frozen base materials.
- C. Do not install frozen sand.

PART 2: PRODUCTS

2.01 Concrete Pavers

Note: Concrete pavers may have spacer bars on each unit. They are recommended for mechanically installed pavers.

Manually installed pavers may be installed with or without spacer bars.

A. Supplied by a Belgard manufacturer:

Akron Brick and Block, 3225 Mogadore Rd, Akron, OH 44312
330-628-2603, fax: 330-628-4467

Amcort Utah Block, 333 S. Redwood Rd, North Salt Lake, UT 85054
801-936-7628, fax: 801-295-5470

Balcon, 2630 Conway Rd, Crofton, MD 21114
410-721-1900, fax: 410-793-0657

Big Rock Building Products, 600 Cardiff Valley Rd, Rockwood, TN 37854
865-354-6660, fax: 865-354-6661

Bosse Concrete Products, 1443 Battle Creek Rd, Jonesboro, GA 30236
770-478-8817, fax: 770-471-2128

Domine Building Products, 735 Wangum Rd, Fishers, NY 14453
716-924-2103, fax: 716-924-2141

Eagle-Cordell Concrete Products, 6414 W Hardy St, Houston, TX 77022
713-691-0022, fax: 713-697-8125

Easton, 800 Uhler Rd, Easton, PA 18040
610-923-5000, fax: 610-923-5005

Foster- Southeastern, Inc, 46 Spring St, Hollbrook, MA 02343
781-767-2202, fax: 781-767-2991

Goria Enterprises, 108 Buchanan Church Rd, Greensboro, NC 27405
336-375-5656, fax: 336-375-8259

Jewell Concrete Products, 400 Jewell Dr, Waco, TX 76712
254-772-3440, fax: 254-772-6999

Miller Material Co, 2405 E 85th St, Kansas City, MO 64132
816-444-2244, fax: 816-444-8736

Schuster's Building Products, 901 E Troy Ave, Indianapolis, IN 46203
317-787-3201, fax: 317-788-5906

Sierra Building Products, 10714 Poplar Ave, Fontana, CA 92335
909-355-6422, fax 909-355-6444

Superlite Block, 4150 W Turney, Phoenix, AZ 85019
602-352-3500, fax: 602-352-0101

Young Block, 2200 W Garden Ln, Tucson, AZ 85705
520-887-1234

4D Incorporated, 136 E. Munger Rd, Munger, MI 48747
800-646-5546, fax: 517-659-2818

- B. Product name(s)/shape(s), color(s), overall dimensions, and thickness:
Note to specifier: Pick one
1. Holland Paver in Running Bond Pattern
 2. 2. Color: Red Black
- C. Meet the following requirements set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units:
- Note: If 3 1/8 in. (80 mm) thick pavers are specified, their compressive strength test results should be adjusted by multiplying them by 1.18 to equate the results to that from 2 3/8 in. (60 mm) thick pavers.
1. Average compressive strength of 8,000 psi (55 MPa) with no individual unit under 7,200 psi (50 MPa).
 2. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C 140.
 3. Resistance to 50 freeze-thaw cycles when tested according to ASTM C 67.

---OR---

- C. Meet the following requirements set forth in CSA-A231.2-95, Precast Concrete Pavers:
1. Minimum average cube compressive strength of 7,250 psi (50 MPa).
 2. Resistance to 50 freeze-thaw cycles while immersed in a 3% saline solution.
- D. Pigment shall conform to ASTM C 979.

2.02 Bedding and Joint Sand

Note: The type of sand used for bedding is often called concrete sand. Sands vary regionally. Screenings and stone dust can be unevenly graded and have material passing the No. 200 (0.075 mm) sieve. Bedding sands with these characteristics should not be used. Contact paver contractors local or manufacturers to the project and confirm sand(s) successfully used in previous similar applications.

- A. Clean, non-plastic, free from deleterious or foreign matter, natural or manufactured from crushed rock. Do not use limestone screenings or stone dust that do not conform to the grading requirements in Table 1. When concrete pavers are subject to vehicular traffic, the sands shall be as hard as practically available.
- Note: If the hardness of the bedding sand is not sufficient or questionable for the application (usually a heavily trafficked thoroughfare), contact the ICPI for information and specifications on assessing bedding sand durability under heavy traffic loads.
- B. Sieve according to [ASTM C 136] [CSA-A23.2A].
- C. Conform to the grading requirements of as shown in Table 1.

Note: Use ASTM or CSA standards as applicable.

Table 1
Grading Requirements for Joint Sand
ASTM C 144 ASTM C 144 CSA A82.56M
Natural Sand Manufactured Sand

Sieve Size	Percent Passing	Sieve Size	Percent Passing
No. 4 (4.75 mm)	100	5 mm	100
No. 8 (2.36 mm)	95 to 100	2.5 mm	95 to 100

No. 16 (1.18 mm)	70 to 100	1.25 mm	90 to 100
No. 30 (0.600 mm)	40 to 100	0.600 mm	35 to 80
No. 50 (0.300 mm)	20 to 40	0.300 mm	15 to 50
No. 100 (0.150 mm)	10 to 25	0.150 mm	2 to 15
No. 200 (0.075 mm)	0 to 10		

Table 2
Grading Requirements for Bedding Sand
ASTM C 33 CSA A23.1-M94

Sieve Size	Percent Passing	Sieve Size	Percent Passing
3/8 in. (9.5 mm)	100	10 mm	100
No. 4 (4.75 mm)	95 to 100	5 mm	95 to 100
No. 8 (2.36 mm)	85 to 100	2.5 mm	80 to 100
No. 16 (1.18 mm)	50 to 85	1.25 mm	50 to 90
No. 30 (0.600 mm)	25 to 60	0.630 mm	25 to 65
No. 50 (0.300 mm)	10 to 30	0.315 mm	10 to 35
No. 100 (0.150 mm)	2 to 10	0.160 mm	2 to 10

Note: Bedding sand may be used for joint sand. However, extra effort in sweeping and compacting the pavers may be required in order to completely fill the joints. If joint sand other than bedding sand is used, the gradations shown in Table 2 are recommended. Joint sand should never be used for bedding sand.

- D. The joint sand shall conform to the grading requirements as shown in Table 2 below:
Note: Use ASTM or CSA standards as applicable.

2.03 Edge Restraints

Note: See ICPI Tech Spec 3, "Edge Restraints for Interlocking Concrete Pavements," for guidance selecting on edge restraints for various applications.

- A. Edge restraints shall be [timber][plastic][concrete][aluminum][steel][pre-cast concrete][cut stone][concrete] [as manufactured by] [and shall conform to the following standards:]

PART 3: EXECUTION

3.01 Examination

Note: For installation on a compacted aggregate base and soil subgrade, the specifier should be aware that the top surface of the pavers may be 1/8 to 1/4 in. (3 to 6 mm) above the final elevations after compaction. This difference in initial and final elevation is to compensate for possible minor settling.

- A. Verify that subgrade preparation, compacted density and elevations conform to the specifications.

Note: Compaction of the soil subgrade is recommended to at least 95% standard Proctor density per ASTM D 698 for pedestrian areas and residential driveways. Compaction to at least 95% modified Proctor density per ASTM D 1557 is recommended for areas subject to heavy vehicular traffic. Stabilization of the subgrade and/or base material may be necessary with weak or saturated subgrade soils. The Architect/Engineer should inspect subgrade preparation, elevations, and conduct density tests for conformance to specifications.

- B. Verify that geotextiles, if applicable, have been placed according to specifications and drawings.

- C. Verify that aggregate base materials, thickness, compaction, surface tolerances, and elevations conform to the specifications.

Note: Local aggregate base materials typical to those used for highway flexible pavements are recommended, or those conforming to ASTM D 2940. Compaction is recommended to not less than 95% Proctor density in accordance with ASTM D 698 is recommended for pedestrian areas and residential driveways. Compaction is recommended to not less than 98% modified Proctor density according to ASTM D 1557 is recommended for vehicular areas.

Note: The aggregate base should be spread and compacted in uniform layers not exceeding 6 in. (150 mm) thickness.

Recommended base surface tolerance should be plus or minus 3/8 in. (10 mm) over a 10 ft. (3 m) straight edge. The Architect/Engineer should inspect geotextile materials and placement (if applicable), base preparation, surface tolerances, elevations, and conduct density tests for conformance to specifications. See ICPI Tech Spec 2, "Construction of Interlocking Concrete Pavements" for further guidance on construction practices.

Note: Mechanical tampers are recommended for compaction of soil subgrade and aggregate base around lamp standards, utility structures, building edges, curbs, tree wells and other protrusions. In areas not accessible to large compaction equipment, compact to specified density with mechanical tampers.

Verify location, type, installation and elevations of edge restraints around the perimeter area to be paved.

--OR--

- C. Install edge restraints per the drawings [and manufacturer's recommendations][at the indicated elevations].
- D. Verify that base is dry, uniform, even, and ready to support sand, pavers, and imposed loads.
- E. Beginning of bedding sand and paver installation means acceptance of base and edge restraints.

3.02 Installation

- A. Spread the bedding sand evenly over the base course and screed to a nominal 1 in. (25 mm) thickness, not exceeding 1 1/2 in. (40 mm) thickness. The screeded sand should not be disturbed. Place sufficient sand to stay ahead of the laid pavers. Do not use the bedding sand to fill depressions in the base surface.
- B. Ensure that pavers are free of foreign material before installation.
- C. Lay the pavers in the pattern(s) as shown on the drawings. Maintain straight pattern lines.
- D. Points between the pavers on average shall be between 1/16 in. and 3/16 in. (2 mm to 5 mm) wide.
Note: Some paver shapes require a larger joint. Consult manufacturer for recommended joint widths.
- E. Fill gaps at the edges of the paved area with cut pavers or edge units.
Note: Units cut no smaller than one-third of a whole paver are recommended along edges subject to vehicular traffic.
- F. Cut pavers to be placed along the edge with a [double blade paver splitter or] masonry saw.
- G. Use a low amplitude plate compactor capable of at least 5,000 lbf (22 kN) compaction at a frequency of 75 hz –100 hz.
- H. Compact the pavers, sweeping dry joint sand into the joints and vibrating until they are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft (1 m) of the unrestrained edges of the paving units.
- I. All work to within 3 ft (1 m) of the laying face must be left fully compacted with sand-filled joints at the end of each day. Cover the laying face with plastic sheets overnight if not closed with cut and compacted pavers.
- J. Sweep off excess sand when the job is complete.
- K. The final surface elevations shall not deviate more than 3/8 in. (10 mm) under a 10 ft (3 m) long straightedge.
- L. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.03 Field Quality Control

- A. After removal of excess sand, check final elevations for conformance to the drawings.

ADDENDUM NO. 1

DATE: October 29, 2013

PROJECT NO.: AHTD JOB #100728

PROJECT: CORWLEY'S RIDGE SCENIC BYWAY MULTI USE TRAIL

LETTING DATE: NOVEMBER 6 @ 2:00 P.M. (Local Time)

LOCATION: CITY OF JONESBORO CITY HALL, 300 SOUTH CHURCH, JONESBORO, AR

OWNER: CITY OF JONESBORO

ENGINEER: CIVIL ENGINEERING ASSOCIATES, JONESBORO, AR

SUBJECT: Anti-Debarment and Anti-Collusion

- Please replace the anti-debarment and anti-collusion forms in the contract documents with the enclosed forms.
- Please fill out both forms completely failure to do so will result in rejection of bid due to a incomplete bid.

SUBJECT: Plan Location

- Due to the relocation of the Engineering Department the plans are available for viewing at City Hall located at 300 South Church.

SUBJECT: Pavers

- Pavestone pavers are acceptable as an equal on the portion of the project with pavers. The paver shall be an 80mm Holland style paver. The color shall be selected by the owner prior to installation and shall be installed to the manufacturer's recommendation.
- Pine Hall Brick's English Edge®/Georgian Edge pavers are an approved equal on the portion of the project with pavers. The pavers shall have the following dimensions 4"x8"x2 1/4". The pavers color shall be selected by owner prior to installation. The paver shall be installed in accordance with manufacturer's recommendation.

SUBJECT: Hand rails

- Enclosed please find standard drawing SI-1 depicting the hand rail detail. In addition to a galvanized steel hand rail the contractor may install a painted steel hand rail with paint meeting the specifications in section 807.75 of the Standard Specification for Highway Construction. The color shall be selected by owner prior to installation.

SUBJECT: Trees and landscaping

- All trees installed shall have a caliper between 2 1/2"-3".
- On sheets TS-1 through TS-2 sod is noted on the details. Please disregard the note as seeding is the method chosen to establish final vegetation and the qty's shown in the summary of quantities takes this area into consideration.
- The Savannah Holly is an acceptable equal to the American Holly shrub that was specified.

SUBJECT: Sidewalk Drains

- The sidewalk drains located on PP-11 shall have an opening of 2' and be 10' in length.

SUBJECT: Construction Rubble and Assembly Area

- Contractor is responsible for removing and disposing of all construction debris and securing staging areas as necessary for construction. Currently the City does not have a location for disposal of material or an area to help stage construction.

SUBJECT: Retaining wall

- Enclosed please find standard drawing SI-2 depicting the detail for the retaining wall.
- The wall located at Sta. 67+00-68+25 shall be 8' tall.
- The wall located at Sta. 75+18-78+50 shall be 3' tall.
- The wall located at Sta. 114+30-115+50 shall be 3' tall.

SUBJECT: Sidewalk

- The sidewalk concrete shall be class M with no reinforcing required.

Addendum Issued by:

Jason A. MacDonald, PE
Civil Engineering Associates
2114 East Matthews Avenue
Jonesboro, Arkansas 72401
Phone: 870-972-5316

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the City of JONESBORO **at the time proposals are submitted.**

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or Local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State, or Local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. _____	_____
	(Name of Bidder)
F.A.P. No. _____	_____
	(Signature)
_____	_____
(Date Executed)	(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
 County of _____)ss.

_____, being duly sworn, deposes and says that he is
 _____ of _____
 (Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this ____ day of _____, 20____.
 My commission expires: _____.

 (Notary Public)

(NOTARY SEAL)

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. _____

_____ (Company)

F.A.P. NO. _____

By: _____

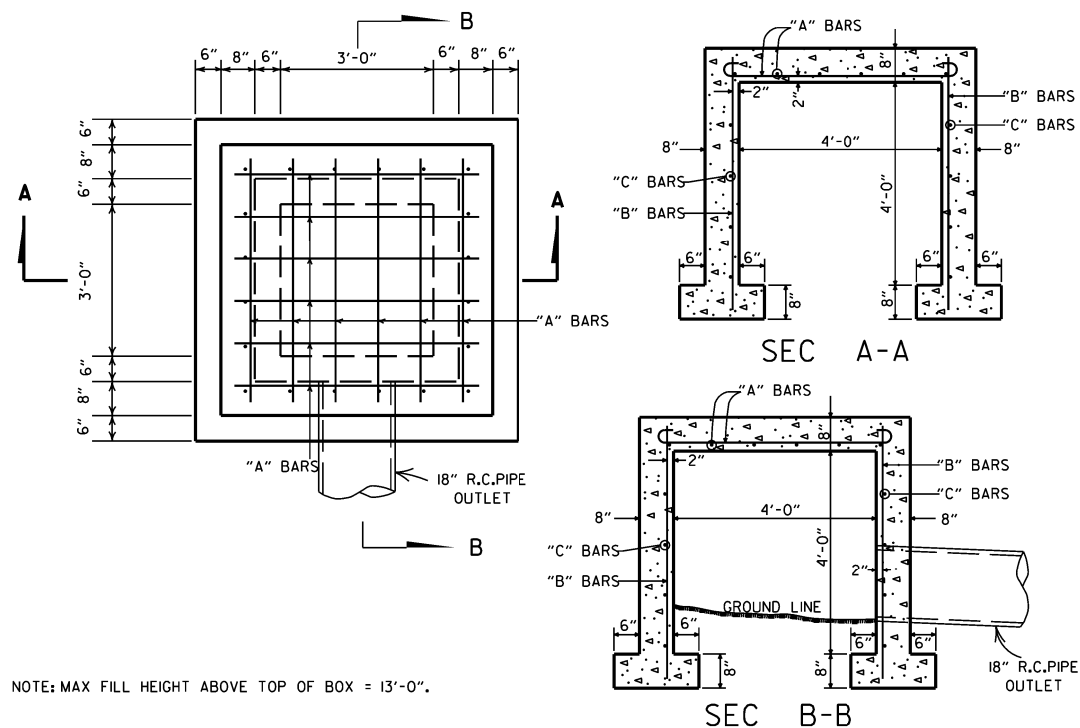
(Signature)

_____ (Date Executed)

_____ (Title of Person Signing)

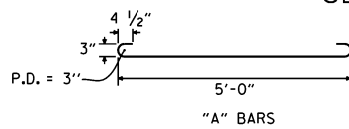
NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.



NOTE: MAX FILL HEIGHT ABOVE TOP OF BOX = 13'-0".

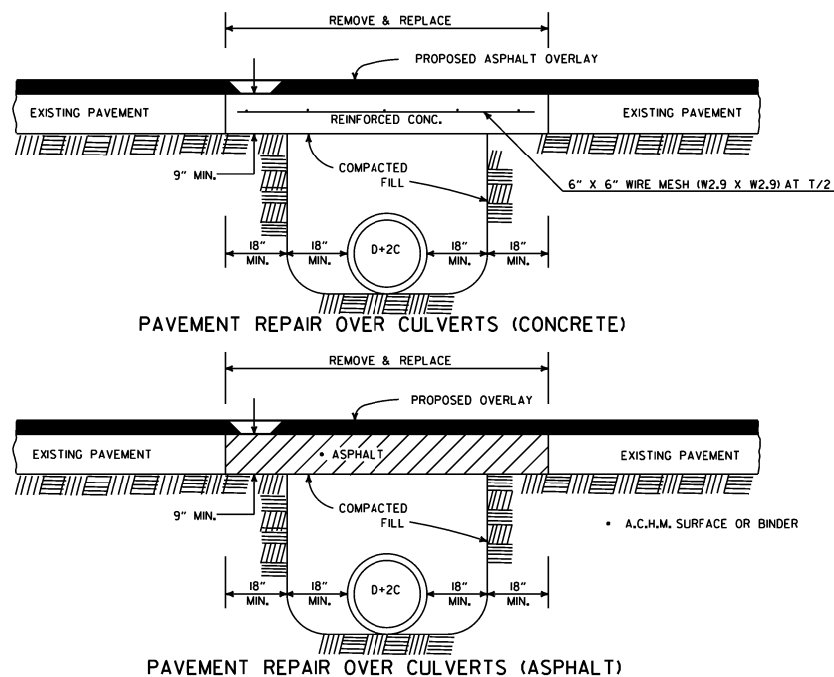
STEEL SCHEDULE			
BARS	NUMBER	LENGTH	SPACING
"A"	12	6'-0"	10"
"B"	20	5'-0"	10 1/2"
"C"	16	5'-0"	12"



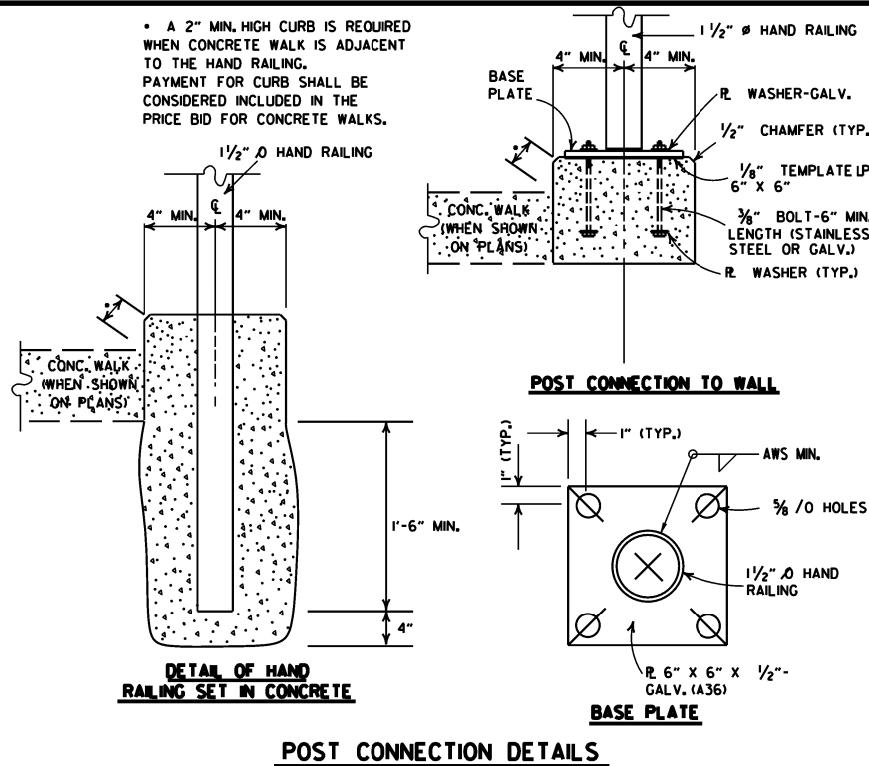
QUANTITIES
CONCRETE 3.31 CU. YDS.
REINFORCING STEEL 168 LB.

GENERAL NOTE:
THE PAY ITEMS FOR REINFORCED CONCRETE SPRING BOXES SHALL BE FOR THE QUANTITIES OF CONCRETE OF THE CLASS SPECIFIED, REINFORCING STEEL, EXCAVATION FOR STRUCTURES AND 18" R.C. PIPE CULVERT.

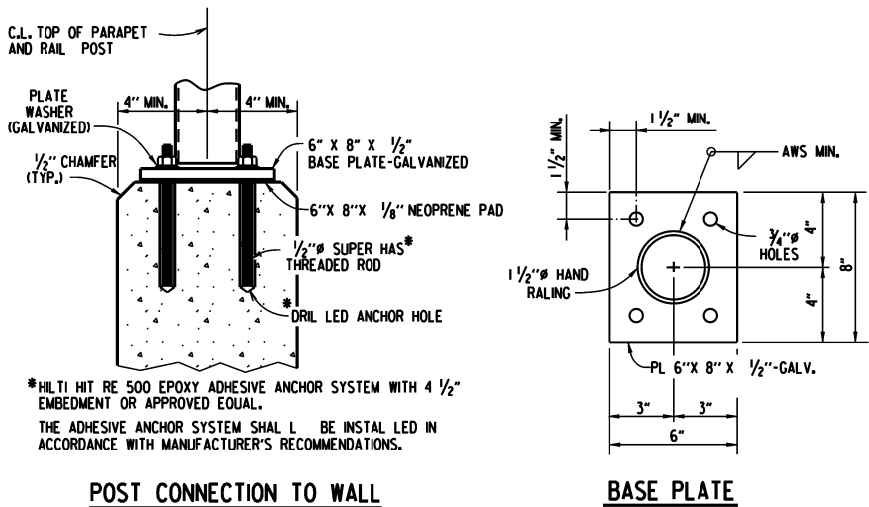
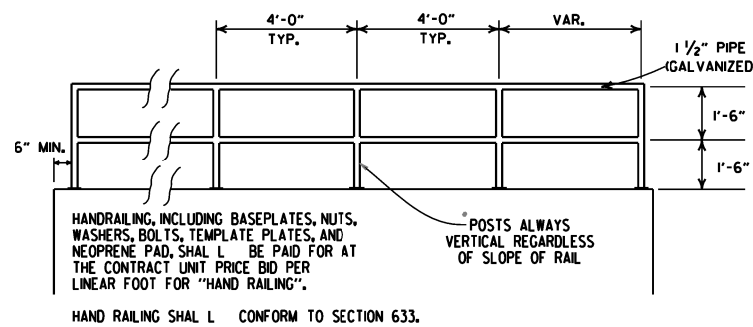
REINFORCED CONCRETE SPRING BOX



DETAIL SHOWING REPAIR OF EXISTING PAVEMENT AT CULVERT INSTALLATIONS



POST CONNECTION DETAILS

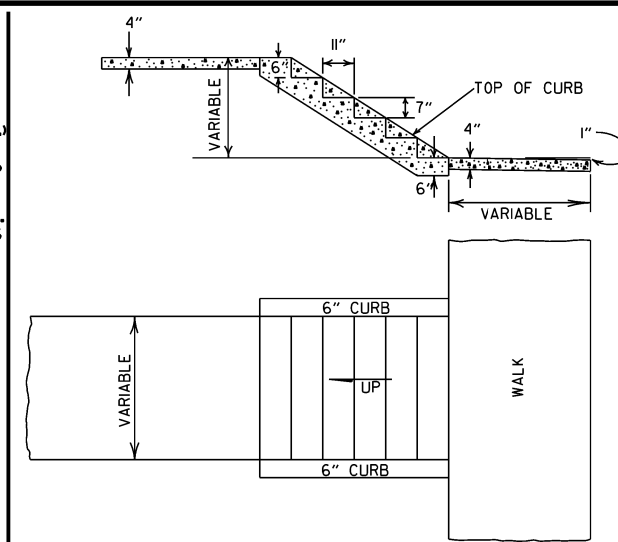


POST CONNECTION TO WALL

BASE PLATE

DETAILS OF ALTERNATE POST ANCHOR SYSTEM (EPOXY ADHESIVE ANCHORS)

HAND RAILING DETAILS



DETAILS OF CONCRETE STEPS & WALKS

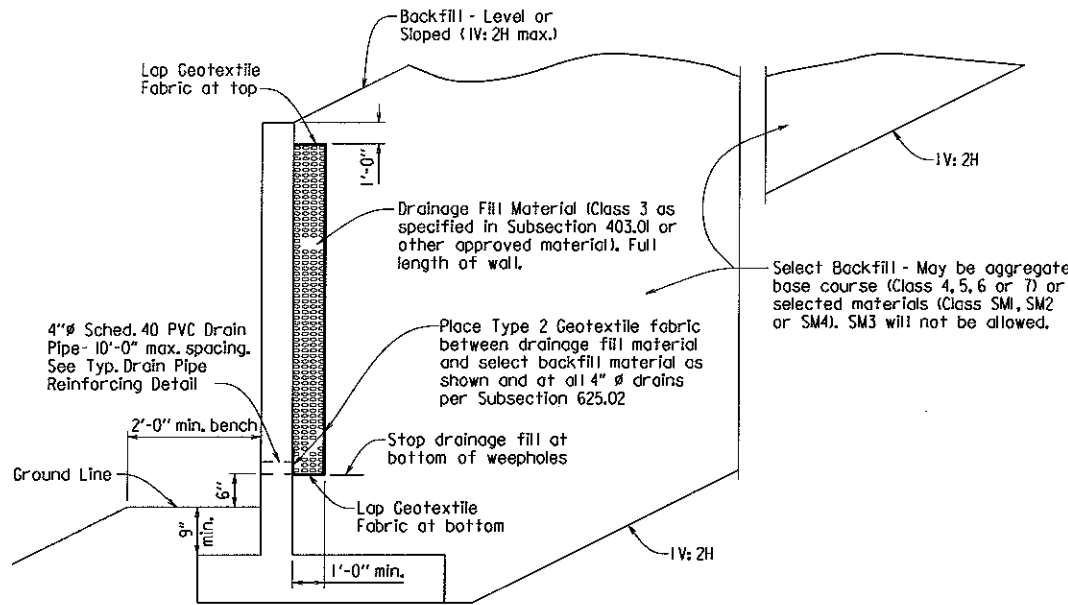
GENERAL NOTES
1. RISE AND TREAD DIMENSIONS OF STEPS MAY BE VARIED AS DIRECTED BY THE ENGINEER, HOWEVER, TREAD WIDTHS SHALL BE 11" MIN. ALL STEPS IN A FLIGHT SHALL HAVE CONSISTENT TREAD & RISER DIMENSIONS.
2. 1" TRANSVERSE EXPANSION JOINTS SHALL BE PLACED IN CONCRETE WALKS AT 45' INTERVALS.

DATE	REVISION	DATE FILMED
9-12-13	REVISED REINFORCED CONCRETE SPRING BOX	
7-26-12	REMOVED RETAINING WALL DETAILS & REVISED HAND RAILING DETAILS	
4-17-08	REV. JOINT & FOOTING STEP DETAILS	
11-29-07	REVISED RETAINING WALL DRAINAGE	
5-25-06	REVISED PVMT REPAIR OVER CULVERTS (CONC); REVISED REINFORCED CONG SPRING BOX	
10-9-03	REVISED PIPE RAILING DETAILS TO HAND RAILING DETAILS	
4-10-03	REVISED RETAINING WALL DRAWING	
8-22-02	ADDED HAND RAILING DETAIL	
11-16-01	REVISED PVMT REPAIR OVER CULVERTS (CONC); CORRECTED SPELLING IN GENERAL NOTES	
11-18-98	ADDED GENERAL NOTES TO CONCRETE STEPS & WALKS	
7-02-98	ENLARGED PIPE	
4-03-97	ADDED NOTE TO STEEL BAR SCHED.	
10-18-96	CORRECTED SPELLING	
4-26-96	ADD WEEP HOLE; REV. JOINT SPACING IN RET. WALL	
6-2-94	CHANGED CONST. TO CONTRACTION JOINT	
10-1-92	CHANGED MESH FABRIC TO WIRE MESH	10-1-92
8-15-91	DELETED HDWL MODIFICATION DETAIL	8-15-91
11-8-90	DELETED COLD MIX FROM CULV'T. REPAIR	11-8-90
11-30-89	REV. RETAINING WALL STEEL SCHEDULE	11-30-89
11-17-88	V. BARS BEHIND ARROW	665-11-17-88
7-15-88	REV. PAVEMENT REPAIR	649-7-15-88
11-1-84	ADDED HDWL. MODS, DEL. PIPE UNDERDRAINS	
1-4-83	REV. TRENCH FOR PIPE UNDERDRAIN	510-11-1-84
	ELIMINATED CONG. CLASS & ADDED CHAMFER NOTE	682-1-4-83
3-2-81	SPELLING OF "UNDERDRAIN"	721-3-2-81
4-20-79	REV. UNDERDRAIN DET & PAVEMENT REPAIR	674-4-20-79
2-2-76	12" MIN. GRAN. MAT'L. OVER PIPE	919-2-2-76
4-10-75	REM. SPECS. FOR GRAN. MAT'L.	568-4-10-75-853
5-22-74	GRANULAR MAT'L. TO BE SB-3	567-5-22-74-740
10-2-72	REVISED AND REDRAWN	564-10-16-72

ARKANSAS STATE HIGHWAY COMMISSION

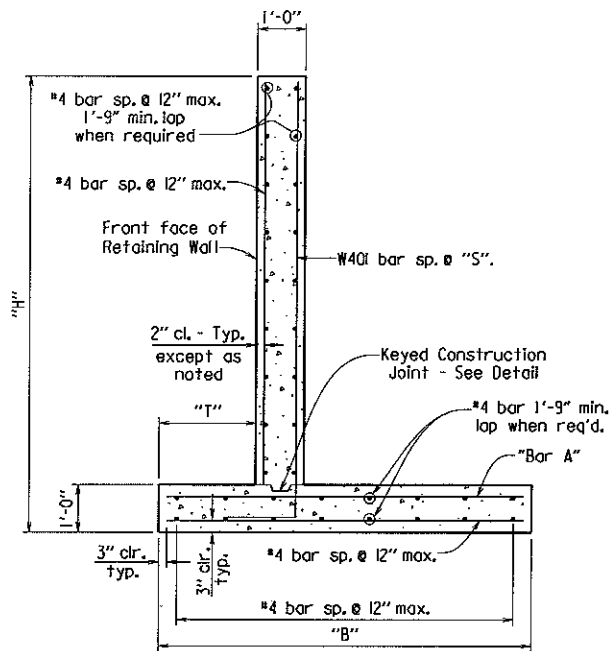
DETAILS OF SPECIAL ITEMS

STANDARD DRAWING SI - 1



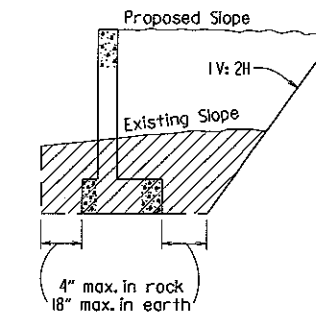
TYPICAL DRAINAGE & BACKFILL DETAILS

N.T.S.

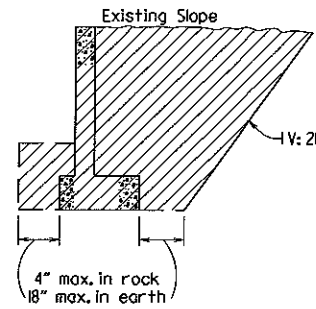


TYPICAL SECTION

N.T.S.



In Embankment



In Excavation

NOTE: Hatched area denotes maximum limits of pay excavation.

DETAILS OF EXCAVATION

N.T.S.

GENERAL NOTES

CONSTRUCTION SPECIFICATIONS: Arkansas state Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition, with applicable supplemental specifications and special provisions. Unless otherwise noted in the plans, Section and Subsection refer to the Standard Construction Specifications.

DESIGN SPECIFICATIONS: AASHTO LRFD Bridge Design Specifications, Sixth Edition (2012).

LIVE LOAD: Live Load Surcharge is not included in the design of these walls. Vehicular Live Load shall not be allowed within a distance equal to one-half the height of the wall.

CONCRETE: Concrete shall be poured in the dry and all exposed corners to be chamfered 1/2 inch. All concrete shall be Class 5 with a minimum 28 day compressive strength $f'_c = 3,500$ psi. A Class 2 Surface finish shall be used on all surfaces of the concrete unless otherwise noted.

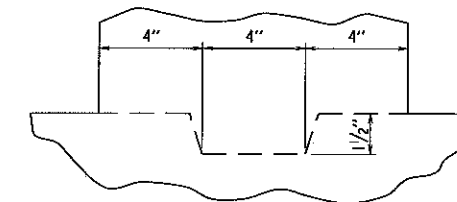
REINFORCING STEEL: All reinforcing steel shall conform to AASHTO M31 or M53, Grade 60.

Foundations for footings shall be prepared in accordance with subsection 801.04. Backfill for retaining walls shall be in accordance with subsection 801.08.

Waterproof Membrane (Type C), waterstops, preformed joints, weep holes & geotextile fabric shall not be paid for directly, but shall be considered subsidiary to Class 5 Concrete.

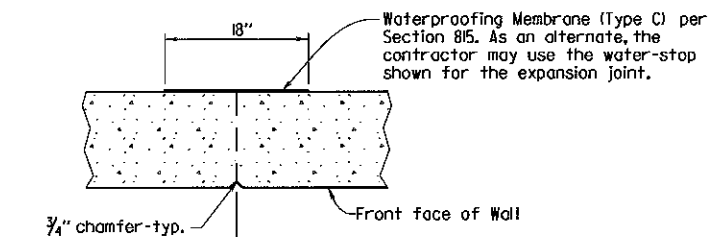
Drainage fill material (Class 3) and select backfill shall be measured and paid for as Compacted Embankment.

These details are not intended for use along streams or ditches without consideration for scour.



KEYED CONSTRUCTION JOINT DETAIL

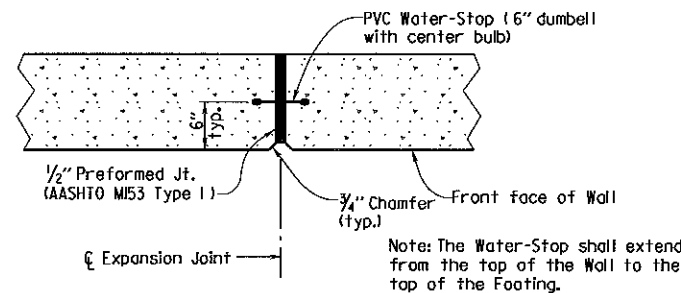
N.T.S.



TYPICAL CONTRACTION JOINT DETAIL

N.T.S.

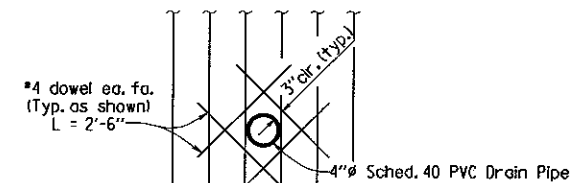
Note: 20'-0" Max. Spacing between Contraction Joints. Horizontal reinforcement shall be continuous through Contraction joints.



TYPICAL EXPANSION JOINT DETAIL

N.T.S.

Note: 60'-0" Max. Spacing between Expansion Joints. Horizontal reinforcing shall stop 2" from Expansion Joint.



TYPICAL DRAIN PIPE REINFORCING DETAIL

N.T.S.

SEISMIC ZONE: These walls have been designed for the following site adjusted peak ground accelerations (A_g):
Level Backfill - $A_g \leq .40g$
Sloped Backfill (1V:2H max.) - $A_g \leq .30g$

TABLE OF RETAINING WALL VARIABLES

(LEVEL BACKFILL)

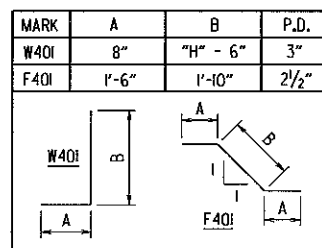
"H"	"T"	"B"	"S"	"Bar A" Size & Spacing
3'-0"	9"	2'-6"	12"	#4 @ 12"
4'-0"	9"	3'-6"	12"	#4 @ 12"
5'-0"	9"	4'-0"	12"	#4 @ 12"
6'-0"	9"	4'-6"	12"	#4 @ 12"
7'-0"	9"	5'-6"	12"	#4 @ 10"
8'-0"	9"	6'-0"	12"	#5 @ 10"
9'-0"	1'-0"	7'-0"	12"	#5 @ 6 1/2"

TABLE OF RETAINING WALL VARIABLES

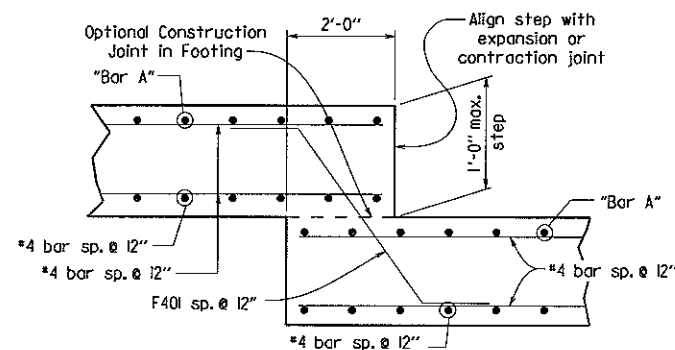
(SLOPED BACKFILL) (1V:2H MAX.)

"H"	"T"	"B"	"S"	"Bar A" Size & Spacing
3'-0"	9"	2'-6"	12"	#4 @ 12"
4'-0"	9"	3'-6"	12"	#4 @ 12"
5'-0"	9"	4'-6"	12"	#4 @ 12"
6'-0"	9"	5'-6"	12"	#4 @ 6"
7'-0"	9"	6'-6"	12"	#5 @ 6 1/2"
8'-0"	1'-6"	8'-0"	7 1/2"	#6 @ 6"
9'-0"	1'-11"	9'-6"	5"	#8 @ 6"

BENDING DIAGRAMS



Dimensions are out to out of bars.



FOOTING STEP DETAIL

N.T.S.

DATE	REVISION	DATE FILMED
7-26-12	DRAWING ISSUED	

ARKANSAS STATE HIGHWAY COMMISSION

REINFORCED CONCRETE
RETAINING WALL
(WITHOUT LIVE LOAD
SURCHARGE)

STANDARD DRAWING SI - 2



ADDENDUM NO. 2

DATE: October 30, 2013

PROJECT NO.: AHTD JOB #100728

PROJECT: CORWLEY'S RIDGE SCENIC BYWAY MULTI USE TRAIL

LETTING DATE: NOVEMBER 6 @ 2:00 P.M. (Local Time)

LOCATION: CITY OF JONESBORO CITY HALL, 300 SOUTH CHURCH, JONESBORO, AR

OWNER: CITY OF JONESBORO

ENGINEER: CIVIL ENGINEERING ASSOCIATES, JONESBORO, AR

SUBJECT: Anti-Debarment and Anti-Collusion

- The park bench shall be a Victor Stanley model PRSNA-127 4 ft width. The color shall be selected by owner and installed to manufactures recommendations.
- The trash receptacle shall be a Victor Stanley PRS-36. The color shall be selected by owner and installed to manufactures recommendations.

Addendum Issued by:

Jason A. MacDonald, PE
Civil Engineering Associates
2114 East Matthews Avenue
Jonesboro, Arkansas 72401
Phone: 870-972-5316



Legislation Details (With Text)

File #:	RES-13:205	Version:	1	Name:	Grant agreement with AEDC for sewer extension project
Type:	Resolution	Status:			Recommended to Council
File created:	11/19/2013	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION TO AUTHORIZE THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION TO RECEIVE GRANT FUNDS FOR THE CITY OF JONESBORO SEWER EXTENSION PROJECT				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	AEDC Grant Agreement Sewer Extension Project AEDC Grant Reimbursement Agreement				

Date	Ver.	Action By	Action	Result
11/26/2013	1	Finance & Administration Council Committee		

RESOLUTION TO AUTHORIZE THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION TO RECEIVE GRANT FUNDS FOR THE CITY OF JONESBORO SEWER EXTENSION PROJECT

Whereas, the City of Jonesboro and has been awarded a grant from the Arkansas Economic Development Commission for \$125,000, and

Whereas, these fund will serve as the match funds for the Economic Developing Administration grant for \$135,000 for the sewer extension project, and

Whereas, the City of Jonesboro will partner with CWL to extend the industrial park sewer lines for the purpose of business expansion and job creation, and

Whereas, the Grants and Community Development Department will be responsible for implementing said project and will maintain all expenditures and reporting.

Now Therefore, be it resolved by City Council of the City of Jonesboro, Arkansas that:

Section 1: The City of Jonesboro is authorized to enter into agreement with the Arkansas Economic Development Commission; and

Section 2: The Mayor and City Clerk are authorized to execute all documents pertaining to said agreement.

**ECONOMIC INFRASTRUCTURE FUND GRANT PROGRAM
GRANT AGREEMENT**

PART I

Signatory Page

Grantee: City of Jonesboro

Grant Control: #EIF 200904

Grant Amount: \$125,000

Activity Type: ED-Wastewater

GRANTOR

Arkansas Economic Development Commission
900 W. Capitol, Ste. 400
Little Rock, AR 72201
(501) 682-1211

GRANTEE

Name: **City of Jonesboro**
Address: **P.O. Box 1845**
Jonesboro, AR 72403
County: **Craighead**
Phone: **870-932-1052**

1. This Grant Agreement is entered into by the Arkansas Economic Development Commission, Grantor, and the City of Jonesboro, Grantee, for the purpose of providing funds to Grantee to undertake public works projects and/or job training efforts which support private sector job creation opportunities, alleviate conditions which constitute a threat to public health and well-being, or partially defray the costs of providing access to publicly owned industrial parks; and for grants and/or loans for the expansion of the aircraft and aerospace industry; and for grants and/or loans for port and waterway economic development projects; and for grants and/or loans to support technology based economic development projects. The Grantee agrees to initiate and complete an economic development project in accordance with the terms of this Grant Agreement.
2. The Grantee further warrants it will conduct and administer the grant in accordance with this Agreement and all applicable State laws and regulations.

**ARKANSAS ECONOMIC
DEVELOPMENT COMMISSION**

BY:



Michael J. Gaines
Deputy Director

Date

11-12-13

CITY OF JONESBORO

BY:

Harold Perrin
Mayor

Date

PART II - GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

In consideration of the general terms and conditions hereinafter contained, the Grantor and the Grantee agree as follows:

1. **COMPENSATION AND METHOD OF PAYMENT.** The Grantor will utilize a grant request for payment procedure and will authorize the Grantee to draw up to **\$125,000** against a Grant Award through the State Treasury, consistent with all fiscal requirements stipulated herein. The Grantee may request and receive authorized grant funds by submitting appropriate forms and documentation, subject to approval by the Grantor, for payments of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with this Grant Agreement. These expenses must be identified by line item categories, which correspond to the line item categories on this Grant Agreement's Scope of Work-Budget. Requisitions will be mailed to the Grantor, and the Grantor will review and approve the requisitions before issuing Payment to the Grantee.

It is expressly understood that Grantor will honor requests for payment and disburse funds only to the extent that funds have been released to Grantor therefore, consistent with the requirements of the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws and regulations promulgated by the Department of Finance and Administration.
2. **LEGAL AUTHORITY.** By signing the Grant Agreement Document's Signatory Sheet, the Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement. This act of signing will also certify that the Grantee will comply with all parts of this Agreement.
3. **WAIVERS.** No conditions or provisions of this Grant Agreement may be waived unless approved by the Grantor, in writing.
4. **ASSIGNABILITY.** The Grantee will not assign any interest in this Grant Agreement and will not transfer any interest in the same (whether by assignment or novation).
5. **SPECIAL CONDITIONS.** The Grantee will comply with all special conditions and attachments incorporated herein to this grant award. Compliance approval and clearance of special conditions will be given by the Grantor in writing after receipt and review of evidence of compliance from the Grantee. Official notification of a special condition and the Grantor's approval and/or clearance of special conditions must be retained by the Grantee in its files.
6. **FINANCIAL MANAGEMENT AND ACCOUNTING.** The Grantee will establish and maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with all applicable State requirements.
7. **ALLOWABLE COSTS.** All costs necessary to carry out the eligible activities in the project must be consistent with and not exceed the limitations imposed by special conditions, scope of work and budget.
8. **AMENDMENTS AND MODIFICATIONS.** The Grantor will consider project amendments if they are necessitated by actions beyond the control of a Grantee. The Grantee may request or the Grantor may require an amendment or modification of the Grant Agreement. However, such amendment or modification will not take effect until approved, in writing, by the Grantor. The Grantee must sign and return the amendment to the Department of Economic Development within three days. The Grantee must request prior approval for all amendments or modifications. Amendments will not be approved

which would materially alter the circumstances under which the grant was originally funded.

9. **RECORD KEEPING.** The Grantee agrees to keep such records as the Grantor may require. All such records, and other records pertinent to the grant and work undertaken as part of the project, will be retained by the Grantee for a period of three years after the final audit of the program.
10. **ACCESS TO RECORDS.** The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, which involve transactions related to this Grant Agreement. The Grantee's contract with other persons or organizations must specifically provide for the Grantor's access to documents as provided herein.
11. **REPORTS.** The Grantee, at such times and in such forms as the Grantor may require, will furnish the Grantor with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.
12. **OBLIGATIONS REGARDING THIRD PARTY RELATIONSHIPS.** The Grantee will remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project described herein. Any subcontractor who is not the Grantee will comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement. Failure to comply will result in sanction upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will result in the Department of Economic Development not working with said persons, for a period of not less than one year or more than five years and/or a suspension of existing funding.

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Grant Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the service provider(s), the scope of work anticipated and the terms of compensation.

13. **CONFLICT OF INTEREST.** No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provisions of this clause in the event of a situation once justified as unavoidable by the Grantee, and approved by the Grantor which necessitates such a waiver.
14. **POLITICAL ACTIVITY.** No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
15. **NOTICES.** The Grantee will comply with all public notices or notices to individuals required by applicable State laws.
16. **PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION.** The assistance provided under this Grant Agreement will not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement.

17. **TERMINATION BY MUTUAL AGREEMENT.** This Grant Agreement may be terminated, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.
18. **TERMINATION FOR CAUSE.** If the Grantee fails to comply with the terms of the Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Grantor may:
- (a) Suspend Grant Payments - After notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate by the Grantor.
 - (b) Terminate in toto - Terminate the grant in whole, or in part at any time before the final grant payment is made.

The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.

Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties.

19. **RECOVERY OF FUNDS.** In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Grantor may institute actions to recover all or part of the proper funds paid to the Grantee.
20. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by provision of the Grant Agreement, will be decided by the Grantor which will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the Grantor will be final and conclusive. This does not preclude the consideration of questions of law in connection with decisions provided for in the preceding paragraph; provided that nothing in this Grant Agreement will be construed as making final the decision of any administrative official, representative, or board on a question of law.
21. **INDEMNIFICATION.** The Grantee will defend, protect, and save harmless the Grantor from and against all claims, suits, and actions arising from any act or omission of the Grantee or any employee or agents of either in the performance of this Grant Agreement. However, this clause shall not be construed to waive A.C.A. § 21-9-301 (1991 supp.).
22. **SEVERABILITY.** If any provision under this Grant Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of the Grant Agreement, which can be given effect without the invalid provision.
23. **PERFORMANCE.** The Grantor's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Grant Agreement.
24. **ENFORCEMENT.** If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of its Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any of the following actions, severally or in combination:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
 - (b) Conduct a site visit to examine pertinent records and recommend remedial cause of action;
 - (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
 - (d) Suspend funding of questioned activities until remedies are affected;
 - (e) Establish sanctions upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will be for a period of not less than one year but not more than five years. Require reimbursement of funds improperly spent; or
 - (f) Refer the matter to the Attorney General of Arkansas with a recommendation that a civil action be instituted.
25. **AUDIT.** The Grantee will be responsible for the conduct of a financial and compliance audit within a reasonable period after completion of project activities. Such audit must be performed by a certified public accountant whose services are secured through procedures consistent with state law. The Grantor reserves the right to recover any unspent or questioned balance of grant funds, if any, from the Grantee after final audit.
26. **CLOSE-OUT.** The Grantor will advise the Grantee to initiate close-out procedures when the Grantor determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:
- (a) All costs to be paid with grant funds have been incurred with the exception of any unsettled third party claims against the Grantee. Costs are incurred when goods and services are received and/or contract work is performed;
 - (b) The last required progress report has been submitted. The Grantee's failure to submit or update will not preclude the Grantor from effecting closeout if it is deemed to be in the State's interest. Any excess grant amount which may be in the Grantee's possession will be returned in the event of the Grantee's failure to furnish or update the report; and
 - (c) Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement, and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.
27. The Grantee agrees, as a condition of receiving grant assistance, to abide by and adhere to any policy directives, rules, regulations or other requirements which may be issued from time to time by the Grantor, and which in the opinion of the Grantor are necessary to efficient or legal execution of the project.
28. The Grantee agrees to see that all work is performed and completed in a manner consistent with timelines established at the Grants inception. Failure to meet these timelines without acceptable justification may result in sanction and or de-obligation of funding to Grantee and/or Sub Contractors.

***PART III SCOPE OF WORK, SPECIAL CONDITIONS,
BUDGET, AND PROJECT SCHEDULE***

SECTION A - SCOPE OF WORK

Grantee: City of Jonesboro

Amendment #N/A

Control #: EIF 200904

Amendment Date N/A

The project described more fully herein consists of a grant to the City of Jonesboro (Grantee) to support the expansion of Architectural Concepts (the Company) in the City of Jonesboro. The grant is contingent upon the Company or another company owned or controlled by George Stem creating a minimum of 15 net, new full-time positions averaging \$14.00 per hour (New Position Requirement) within three years of signing the Grant Reimbursement Agreement (New Position Creation Period). Net new positions will exclude any salary paid to anyone with more than a 25% ownership in any Company.

Construction

Up \$125,000 of Economic Infrastructure Funds (EIF) may be used to extend sewer lines across the four-lane Highway 63 (future Interstate 555).

To receive reimbursement for eligible expenditures, the Grantee will be required to submit invoices and proof of payment, e.g., cancelled checks, to the Grantee, to be attached by the Grantee to a signed Request for Payment (RFP) form, to be supplied by and submitted to the Grantor.

Grant Reimbursement Conditions

If, by the end of the New Position Creation Period, the Grantee has not met the New Position Requirement, the Company will reimburse the Grantor \$8,333 for each position less than the number of new positions required under the New Position Requirement. In no case will the Company be required to repay more money under this than was advanced by AEDC through the EIF. Any amount owed will be immediately due and payable. Quarterly job creation reports will be required for three years or until the New Position Requirement is met.

SECTION B - SPECIAL CONDITIONS

Grantee: City of Jonesboro

Control #: EIF 200904

1. The Grantee shall ensure that all Requests for Payment towards the payment of eligible sewer line construction activities are accompanied by invoices that have been approved by the Grantor and the Grantee.
2. The Grantor and Grantee must receive, from the Company, job creation information throughout the life of the project. Job creation information is to include, at a minimum:
 - 1) Initial Employment Summary Form (Form 1);
 - 2) Semi-Annual Employment Summary Form (Form 2).

These employment reports will continue to be submitted quarterly for up to three years to reflect that the Company has met all employment requirements.

SECTION C - BUDGET

Grantee: City of Jonesboro

Amendment #: N/A

Grant Control: #EIF 200904

Category:

Housing

Economic Development

Community Facility

Planning

Activity: Wastewater

Source of Funds

Cost Classification	AEDC EIF	EDA	Total
Construction	\$125,000	\$135,000	\$260,000
Totals	\$125,000	\$135,000	\$260,000

GRANT REIMBURSEMENT AGREEMENT

THIS GRANT REIMBURSEMENT AGREEMENT (herein called the "Agreement") is made and entered into as of the ____ day of _____, 2013 by and between the **City of Jonesboro, Arkansas** (herein called the "City,"), and **Architectural Concepts**, an Arkansas company authorized to do business in the State of Arkansas (herein called the "Company.")

WITNESSETH:

WHEREAS, the Arkansas Economic Development Commission (herein called the "Commission") is authorized to make grant funds available to qualified applicants under the Economic Infrastructure Fund (EIF) program, with funds provided by State of Arkansas;

WHEREAS, the granting of funds from the Commission to the Company will permit the creation of new employment opportunities for citizens of the State of Arkansas; and

WHEREAS, certain sewer line construction activities will be completed that will benefit the Company located in City of Jonesboro, Arkansas;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereby covenant and agree as follows:

1. **GRANT.** Conditioned upon receipt of the grant funds by the City from the Commission, under a grant agreement dated _____, 2013, with funding awarded from the EIF program (herein called "Grant Agreement"), in the amount of \$125,000, the City agrees to use the sum as set out in the Grant Agreement, and this Agreement. A copy of the Grant Agreement is attached hereto as Exhibit "A" and is made a part hereof as set forth herein word for word. The Company acknowledges that the funds for the Grant are provided in accordance with the conditions of the Grant Agreement and shall submit to the Commission any reports, audits, documentation or other information as required herein according to this Agreement. In the event of any conflict with the terms and conditions of the Grant Agreement and the terms and conditions hereof, the terms and conditions of this Grant Reimbursement Agreement shall control.

2. **Purpose.** The Grant will be utilized only for those purposes specifically identified herein and within the Grant Agreement.

3. **Employment Opportunities.** The ultimate purpose of this Agreement and the Grant Agreement is to create employment opportunities for Arkansas residents. Accordingly, the Company agrees that it or any other Company owned or controlled by George Stem intends to create at least 15 net, new full-time positions averaging \$14.00 an hour (New Position Requirement) within three years of signing the Grant Reimbursement Agreement (New Position Creation Period). Net, net full-time positions will exclude any salary paid to anyone with more than a 25% ownership in any Company which is creating the new positions.

The Company acknowledges that the New Position Requirement is a condition precedent and a condition subsequent to the Company's benefit from the Grant.

4. **Disbursement of the Grant.** The Grant shall be disbursed to the City, with which to reimburse pay eligible expenses.

5. **Grant Reimbursement.** If, by the end of the New Position Creation Period, the Grantee has not met the New Position Requirement, the Company will reimburse the Grantor \$8,333 for each position less than the number of new positions required under the New Position Requirement. In no case will the Company be required to repay more money under this than was advanced by AEDC through the EIF. Any amount owed will be immediately due and payable. Quarterly job creation reports will be required for three years or until the New Position Requirement is met.

6. **Representations and Warranties of the Company.** The Company represents and warrants as follows:

(a) The Company is authorized to do business in the State of Arkansas, and has full power and authority to deliver this Agreement and every other instrument or document required to be delivered herein.

(b) The making and performance of this Agreement and each and every other document required to be delivered hereunder are within the Company's powers, have been duly authorized by all necessary corporate action, have received all necessary approvals, and do not contravene any law, regulation or decree or any contractual restriction (other than those which shall be waived or discharged at the time of making of the Grant) are binding on the Company.

(c) This Agreement and each and every other document required to be delivered hereunder, when duly executed and delivered, will be the legal and binding obligations of the Company enforceable in accordance with their respective terms.

(d) To the best of the Company's knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operations of the Company.

7. **Conditions Precedent.** The obligation of the Commission to make the Grant is subject to the conditions that the Commission shall have received the following:

(a) This Agreement and all documents or instruments reasonably required in connection with the Grant.

(b) Certificate of Good Standing of the Company from the Arkansas Secretary of State.

(c) Certified copies of any resolutions evidencing authorization for the undertakings contemplated hereby, including the authorization to execute this Agreement and designating the person or persons with authority to execute same.

(d) Certified copies of all documents evidencing necessary action and approvals, if any, with respect to this Agreement and all other documents required in connection herewith (or a certificate that no such documents are required.)

8. **Events of Default.** If any of the following events (herein called "Events of Default") shall

occur and be continuing after the passage of a 30-day notice period ("Cure Period"), then this Agreement shall be in default per number 5. of this Agreement, and at the option of the Commission, the remaining Reimbursement Amount shall be subject to acceleration and enforcement as permitted by law, to wit:

(a) The Company shall default in its compliance with the New Position Creation Requirement and Existing Employment Requirement per number 3. of this agreement; or

(b) Any representation or warranty made in connection with the execution and delivery of this Agreement or any other document executed in connection herewith or in any certificate furnished pursuant hereto or thereto shall prove to be, at any time, incorrect in any material respect; or

(c) The Company shall default in the performance of any other term, covenant or agreement contained in this Agreement; or

(d) The Company shall be or become insolvent or bankrupt or have ceased or cease paying its debts as they mature or makes an assignment of or for the benefit of creditors, or a trustee or receiver or liquidator shall be appointed for the Company or for all or a substantial part of its property, or bankruptcy, reorganization, arrangement, insolvency, or similar proceedings shall be instituted by or against the Company under the law of any jurisdiction (provided, however, that in the event an involuntary bankruptcy action is commenced against the Company, then the Company shall have 90 days to secure the dismissal of such action).

Upon the occurrence of an Event of Default and after the Cure Period, the Remaining Reimbursement Amount shall become immediately due and payable and the Commission shall be entitled to collect from the Company all amounts which remain unpaid or unreimbursed.

9. **Notice.** All communications and notices provided for hereunder shall be in writing and mailed or delivered to the parties hereto at their business addresses set forth below or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

If to the Company:

Architectural Concepts
6009 Dalton Farmer Dr.
Jonesboro, AR 72404
Attn: George Stem, CEO

If to the City:

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attention: Mayor

In the event this Agreement is assigned to the Commission, notice to the Commission shall be effective if sent to the following address:

Arkansas Economic Development Commission
900 W. Capitol, Ste. 400
Little Rock, AR 72201
Attention: Bryan Scoggins, Director of Business Finance

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Company and the Commission, and their respective heirs, personal representatives, successors and assigns, except that the Company may not assign or transfer its rights hereunder without the prior written consent of the Commission.

11. **Governing Law.** This Agreement shall be deemed to contract under the laws of the State of Arkansas and for all purposes shall be governed by and construed in accordance with the laws of said State or the laws of the United States of America, as shall be applicable.

12. **Binding Effect.** This Agreement shall remain in full force and effect until the Remaining Reimbursement Amount has been paid in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor

ARCHITECTURAL CONCEPTS

By: _____
George Stem, Chief Executive Officer



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-13:097 **Version:** 1 **Name:** Decision by Council concerning the appeal by Sage Meadows Property Owner's Association

Type: Other Communications **Status:** Recommended Under New Business

File created: 11/20/2013 **In control:** City Council

On agenda: **Final action:**

Title: Decision by the City Council concerning the appeal by Sage Meadows Property Owners Association regarding the approval of the site plan requested by The Reserve at Sage Meadows, LLC for apartment units located at the end of Prairie Dunes Lane in Sage Meadows

Sponsors:

Indexes: Appeal hearing

Code sections:

Attachments: [Appeal letter 110513](#)
[August 13, 2013 Minutes](#)
[October, 2013, Minutes](#)

Date	Ver.	Action By	Action	Result
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Decision by the City Council concerning the appeal by Sage Meadows Property Owners Association regarding the approval of the site plan requested by The Reserve at Sage Meadows, LLC for apartment units located at the end of Prairie Dunes Lane in Sage Meadows

**Sage Meadows Property Owners Association
4406 Clubhouse Drive
Jonesboro, AR 72401**

November 5, 2013

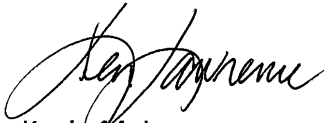
Ms. Donna Jackson
City Clerk, City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

Dear Ms. Jackson:

Please allow this letter to serve as an appeal of the October 7, 2013 decision of the MAPC in regards to the approval of the site plan requested by The Reserve at Sage Meadows, LLC for apartment units located at the end of Prairie Dunes Lane in Sage Meadows. The Sage Meadows POA has a conflict with the November 19, 2013 City Council meeting date so I am requesting the appeal to be heard at the December 3, 2013 City Council meeting.

Please let me know if you require any further information from Sage Meadows Property Owners Association in regards to this appeal.

Respectfully yours,



Kevin M. Lawrence
Secretary of Sage Meadows POA



City of Jonesboro

300 South Church Street
Jonesboro, AR 72401

Meeting Minutes 2 Metropolitan Area Planning Commission

Tuesday, August 13, 2013

5:30 PM

900 West Monroe

1. Call to order

2. Roll Call

Present 6 - Lonnie Roberts Jr.; Joe Tomlinson; Paul Hoelscher; Ron Kelton; Jerry Reece and Jim Scurlock

Absent 3 - Brian Dover; Beverly Nix and Kim Elmore

3. Approval of minutes

MIN-13:065 Approval of the July 9, 2013 MAPC Meeting Minutes

Sponsors: Planning

Attachments: [Draft Minutes](#)

Mr. Hoelscher observed the discrepancies in the minutes. Mr. Spriggs explained that the minutes reflect the corrected language in bold print where Mr. Scurlock had a lapse in his reappointment. In that instance the Legistar system kicked his name off of the role call; therefore, staff had to manually type in his name on each item.

A motion was made by Jim Scurlock, seconded by Ron Kelton, that the minutes be Approved. The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson; Paul Hoelscher; Ron Kelton; Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

4. Preliminary Subdivisions

PP-13-23 Greg Griffin, Owner requests MAPC approval of Boston Proper Third Addition. Zoning District: R-1; Lots: 22 Single Family Homes proposed.

Location: South of Boston Proper 2nd Add'n, End of Copely Ln, East of Richardson

Attachments: [Boston Proper 3rd Plat Application Report](#)

Carlos Woods presented to the MAPC the hard copy of the plans. Continuation

of the Boston Proper. It is a different ownership but same name is used for the subdivision.

Mr. Spriggs gave staff comments for 22 lots in the single family district. The R-1 standards are met. Michael Morris, Engineering gave comments noting that staff preferred that the developer provide the stub outs move so the road is extended, and change the entrances on Richardson Road to future road, and provide a turn around for emergencies.

Mr. Scurlock made motion to approve with Engineering stipulations, seconded by Ron Kelton, that this matter be Approved. The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson;Paul Hoelscher;Ron Kelton;Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover;Beverly Nix and Kim Elmore

5. Final Subdivisions

PP-13-22 Final Subdivision: The Villas at Sage Meadows Ph. 2

Carlos Wood, Engineer on behalf of David Onstead, Owner requests MAPC consideration for a Preliminary Subdivision Approval for The Villas at Sage Meadows Phase 2, for 14 Single Family lots in an R-3 Multi-family District.

Location: East of the intersection of Clubhouse Road & Villa Drive.

Attachments: [Villas Ph 2 DET-1](#)
[Villas Ph 2 STR-1](#)
[Villas Ph 2 STR-2](#)
[Villas Aerial](#)
[Villas Phase 2 Final Application](#)

Mr. Carlos Wood asking for final review of the final plat. Mr. Spriggs gave staff comments and noted that the final is in compliance with the preliminary plan. the lots meet the minimum requirements of the R-1 District. Mr. Morris had no comments.

A motion was made by Jim Scurlock, seconded by Joe Tomlinson, that this matter be Approved. The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson;Paul Hoelscher;Ron Kelton;Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover;Beverly Nix and Kim Elmore

PP-13-24 Terry Bare, HKB & Associates, on behalf of the owners (Craighead County Fair Association) of Floyred Commons requests MAPC approval of a driveway access to the development, waiving an approved covenant restriction, to allow a proposed right-in only vehicular motion of Stadium Blvd.(East Side), South of Dayton Dr./North of Parkwood Dr.

Attachments: [Floyred Record Replat](#)
[Proposed Right Turn Lane Concept Sketch](#)

Mr. Terry Bare, Craighead County Fair Association requesting the City to waive

the self composed limited access from Stadium Dr. to the property. During the development with the limited access they have determined a need to have a right in from Stadium Blvd. It discourages anyone from traveling north to turn into that area. Access to lot 2 is requested as a right in only.

Mr. Spriggs stated that staff has met on a number of occasions with the applicants with the special need for the inward movement on to the site. This is a major compromise from the original request. Lots 1, 2 of 2R were placed with a restriction by the developer and was agreed by the Commission and the Staff for the note that was on the plat. It was listed as an easement that ran parallel with Stadium. It was the City Attorney's opinion and staff's recommendation that the request be approved by the MAPC because this location has worked out a compromise with the condition that all technical requirements of that easement be satisfied by the applicant and that they gain state highway dept. approval of that drive location.

Terry there is a legal question of whether there is a legal easement on the property. If it is determined then we will ask that it be abandoned. Mr. Tomlinson asked what is the width of the drive. Mr. Bare 13 ft. we will use the Highway dept. requirement. Will it be an entrance and an exit. Mr. Bare it will be a right in only. Mr. Bare explained the motion and design of the striped area. Mr. Tomlinson asked were the original applicants denied an entrance on this lot? Mr. Bare replied that he is not aware of one.

Mr. Hoelscher asked what if the site gained a straight inward access to access the development to the west end of the property (Academy). Is it a reasonable stipulation to avoid a straight shot through the property. Mr. Spriggs stated that there would have to be identifying and directional signage to deal with that issue. Mr. Bare stated that they were desiring cross access through the property once you get into the development you can drive between the properties. It doesn't align straight through.

Mr. Kelton gave a point of clarity that when this was originally done, no-one denied access. It was a note placed on the plat by the owner.

MPO Director and Craig Light stated concurrence with the recommendation. Mr. Reese abstained.

Mr. Kelton made motion with the stipulations, seconded by Jim Scurlock, that this matter be Approved. The motion PASSED with the following vote.

Aye: 5 - Lonnie Roberts Jr.; Joe Tomlinson; Paul Hoelscher; Ron Kelton and Jim Scurlock

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

Abstain: 1 - Jerry Reece

6. Site Plan Reviews

SP-13-10 Site Plan Review: Large Scale Development: Existing R-3 Property: The Reserve at Sage Meadows.

Engineer Travis Fischer/TraLan Engineering, on behalf of the Owner: The Reserve at Sage Meadows, LLC is requesting MAPC site plan approval for 41 one-bedroom

and two bedroom units located on a 7.00 acre tract of land off of Prairie Dunes Lane in Sage Meadows Subdivision.

The Applicants are also requesting that Prairie Dunes Lane be renamed to Reserve Boulevard.

Attachments: [ReserveAtSage_VicinityMap](#)
 [ReserveAtSageMeadows_Memo](#)
 [Site Plan](#)

Mr. Don Parker presented before the Planning Commission. Mr. Fischer was introduced. This is a 7 acre development. Staff has reached an agreement of the turn around as opposed to a cul-de-sac off of Prairie Dunes which has been requested to be changed to Reserved Dr.

Mr. Spriggs

Staff reviewed the R-3 Zoned, unplatted property which is allowed a density of 18 units per acre;' however the applicant has designed the site to have a density less than what is allowed. Staff had initial concern about the property that remains to the east which could potentially be land-locked; (Connectivity was a concern) however, the applicant has clarified that the property to the east has purchase agreements which will address that concern.

The buffering of any homes that would be adjacent to the development was a concern of staff. Staff has no issues with the street renaming. Fire access was a concern and the issue of turn-around was addressed as mentioned. The front/side and rear yard setbacks was a concern. There was not considered front door, the buildings were originally closer to the property line, and the landscaping was enhanced as well.

Mr. Parker while this is laid out to the northern part of this site, we are planning for the southern portion to have the 25 ft. setback from the existing sage meadows homes to the southern boundary of the R-1. Whatever is appropriate for the landscaping we will also be willing to do.

Comments from Public:

Buddy Nichols: sage meadows country club, General Manager. Concerns form Sage MEADOWS WE have concern that we are a community of over 500 homes having only one entrance. We don't not know when that 2nd entrance will be done. Second Concern: What type of manmade or natural barrier are they planning on the west side of that development is a concern. A barrier of keeping the balls from going through a window is a concern.

Mr. Parker: In terms of the landscaping we are willing to do whatever is necessary. This is along the #13 green: that is not a part of this phase. We will be excavating had providing a natural berm with landscaping.

Mr. Tomlinson where is your gate where you enter in. Mr. Parker clarified. Mr. Tomlinson asked about visitors hoping to turn around, what is the alternative. Mr. Parker explained the turn-around design. Mr. Tomlinson asked about the chance of going east along the private drive, what alternative do you have? Mr. Parker explained that there will be future development there. We have that parcel under contract and we will close on that once the construction begins. Mr. Tomlinson: So there are more units that can be put in. Can you build

covered parking out to your drive like this? Mr. Spriggs explained that this will be a private drive. Mr. Spriggs asked the developers if they would provide traffic calming devices? Mr. Parker explained that because of the topo, there will be natural calming of the traffic. Mr. Tomlinson asked where will the kids play. Mr. Parker explained there is green space and a club house and pool in the future phase. Mr. Tomlinson: are these two story or one story units?

Mr. Fischer stated that to the north will be one story and the unit on the south end of each building is a 2 story building.

Mr. Spriggs asked because of the question of connectivity to the east? Are you willing to put cross access egress ingress easement from one tract to the other.

Mr. Parker explained the tracts adjacent to the east.

Ms. Sue Winstead asked about the access to this property. Mr. Parker stated that they will access from Aberdeen. Ms. Carol Duncan explained that the access is to Inverness because the extension of Aberdeen to Clubhouse has not been built yet.

Mr. Scurlock asked whose responsibility is to build the secondary access. Mr. Spriggs noted that it is a joint effort between developers, the city, and the county to extend to Macedonia. Mr. Parker stated it will be completed before the occupants of this development.

Mr. Tomlinson: Sage Meadows is developing a lot faster than most of the occupants thought. The promoter of Sage Meadows wanted R-3 wanted smaller lots. Since he left, it is going to the R-3 max. All of this is coming to a head. This is a lesson to the City that next time someone comes in and says and implies that it will be all single family homes that we get it as a legal contract.

Mr. Don Parker: Made comments about the \$400 Million Dollar Baptist Hospital and the exploded growth. Editorial Comment by Mr. Parker: There is far more traffic with single family houses than with apartments or multi-family. The fear of traffic of this being developed as Multi-family may be less than if it were developed as R-1 Single Family.

Mr. Nichols: They are going to take some time to put this together. Even if we have another access off Macedonia Rd. or Inverness Dr., they will be coming in on City Streets with traffic and construction traffic for 6-9 months.

Mr. Don Parker stated that he is involved with the property to the east. He is working out arrangement to bring construction north and east to Macedonia. Mr. Kelton asked about staff stipulations: Mr. Spriggs stated that they will be required to satisfy commercial permit submittal requirements as well as storm-water regulations compliance by Engineering.

Motion by Mr. Scurlock to accept to the plan as presented with stipulations; 2nd by Kelton. Roll Call: Mr. Reese- Nay; Mr. Tomlinson- Nay; Scurlock- Aye; Kelton- Aye; Hoelscher- Aye. Motion passed with a 3-2 vote.

(Note: The original record was corrected per the MAPC Bylaws Section D. Special Rules of Procedure, 4. Majority Vote, (a) A simple majority of those

members present at a meeting shall be sufficient to approve any administrative or procedural action and the passage of all motions; except that the adoption amendments to the Land Use or Comprehensive Plan, the Zoning Code/Zoning Ordinance text, and the Subdivision Regulations shall require a majority of all appointed members.)

Mr. Spriggs: Explained to Mr. Parker that his option allowed by the City Code of Ordinances is that he can appeal the Site Plan denial to the City Council.

Mr. Parker asked Mr. Reece and Mr. Tomlinson if they would state their reasons for denial of the Site Plan since it satisfies all the City requirements.

Mr. Reece explained that he could not vote yes, because of Mr. Tomlinson's remarks of when it got rezoned R -3 for the stipulation of getting more ground per lot... of getting more lots. That was possibly a misrepresentation. I'm voting to protect the interests of the home owners of the Subdivision.

Ms. Carol Duncan stated that there is no reason to argue. He has stated his reason for voting no.

Mr. Tomlinson stated that he needs to think about it; he feels he needs more time before making a decision otherwise to reverse. Mr. Hoelscher stated that he would have voted no, but when they meet the requirements, what are we left with. This is a quality of life issue. There is nothing but concrete pavement and building here. I don't think I can vote no under what we are legally allowed to do.

Mr. Tomlinson stated that he feels that this developed is maxed out; and the end should have been a playground. The site plan didn't sit on the plat properly. There was not open space. It was designed to the very max. Then we are talking about adding more to it. It is concrete with a few shrubs around the parking lot. It doesn't do much for the occupants or the City of Jonesboro.

Mr. Spriggs: Commented that we have had much discussion of the site plan, are there any changes that you can do in terms of scaling back the intensity. The turn around and connectivity issues were raised. Since Mr. Tomlinson has stated that he needs more time for consideration. Mr. Spriggs stated that he would rather table the matter and deal with the questions.

Mr. Scurlock: Are any of these issues subject to a home owners association? By this being a planned unit development it seems it should be covered. Mr. Spriggs corrected that this is R-3 and not a Planned District. The code allows 18 units per acre under the R-3 District.

Mr. Parker: Gave comments on the type of units to be built. They could maximize the density and have siding and change the style of units and the clientele. We are looking at that with the acquisition of the additional property, we can space the buildings out and provide more green space. Staff brought it to the Planning commission not because there are 41 units but because it would be part of a larger scaled development. Mr. Parker, stated that Mr. Tomlinson, if you need more time to study this then we will pull it to allow for that. The legal question was raised on how to proceed.

Mr. Spriggs reiterated that there seems to be a need to pull the buildings from the property lines and provide more green-space.

Ms. Duncan stated that the Commission has the option to vote to reconsider, and allow them to pull it back to refine the plan to provide Mr. Tomlinson more time.

Mr. Scurlock made the motion and stated that he is not sure how we could turn it down if they followed all of the requirements, he moved to reconsider, 2nd by Mr. Kelton. Question by Mr. Hoelscher: I would prefer to handle this without going through legal matters; are we voting on the same thing? Stated he would not want to waste the Commission's time if we would be looking at the same plan.

Mr. Parker: We are looking at the possibility to be able to spread these units out to the east. We will have nice clubhouse/pool amenities. We haven't gotten it fully planned.

Mr. Spriggs: Recommended that the Commission establishes some findings of fact to either approve the site plan or deny it.

Note: The vote was 3 (Nay) - 2 (aye) for reconsideration: (3 Nays- Mr. Hoelscher, Tomlinson, Reece) - (2 Ayes- Kelton, Scurlock) vote.

Aye: 3 - Paul Hoelscher; Ron Kelton and Jim Scurlock

Nay: 2 - Joe Tomlinson and Jerry Reece

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

SP-13-11 Final Development Plan- Final Review:

PD-M PLANNED MULTIUSE FOR PROPERTY LOCATED AT 4021 SOUTHWEST DRIVE AS REQUESTED BY KAGLE & SHARON HUFF.

Attachments: [KagleHuff_Final Drawings](#)
[ORDINANCE13 026](#)

A motion was made by Ron Kelton, seconded by Jim Scurlock, that this matter be Approved. The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson; Paul Hoelscher; Ron Kelton; Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

SP-13-12 Site Plan Review:

Lindel Turner, Owner is requesting MAPC approval of a final plat/plan for property recently rezoned to RM-8 LUO. The proposal is for 1 single family home to be located on the southeast portion of the acreage as a separate lot.

Location: 5308 Apt. Drive.

Attachments: [MP 13-21 Lindel Turners 2nd Apt Drive Minor Plat Rezoning Plat for Rezoning](#)
[ORD 11 048](#)

A motion was made by Joe Tomlinson, seconded by Jim Scurlock, that this matter be Approved. The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson;Paul Hoelscher;Ron Kelton;Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover;Beverly Nix and Kim Elmore

7. Rezoning

RZ-13-14 Rezoning Case RZ 13-14:

William D. Rupard, James R. Rupard and James M. Rupard are requesting MAPC approval of a Rezoning from R-1 Single Family Residential to C-3 General Commercial District L.U.O. for 9.77 acres of land located at the northwest corner of the intersection of Highway 49 and Greenway Lane.

Attachments: [Rezoning Plat](#)
[RZ 13-14 Application](#)
[Staff Summary RZ 13-14 MAPC Rupard Draft](#)

Applicant:

Mr. George Hamman appeared before the Commission as agent for the applicant for the Rezoning. He stated that he had not read the staff report and has no further comments as this time.

Staff:

Mr. Spriggs gave staff comments noting the surrounding conditions under the existing R-1 Zoning District for 9.77 acres. The Land Use Plan recommends a combination of Planned Mixed Use Area and Single Family residence. The proposed C-3 LU-O rezoning is partially consistent with the Future Land Use Plan. Mr. Spriggs stated that about 50% of the site is proposed as a Planned Mixed Use Area (PMUA) where the rezoning to C-3 LU-O is consistent and approximately 50% of the site is planned as Single Family Low Density where the rezoning is inconsistent. PMUA includes a combination of retail commercial, office and residential uses mixed.

Mr. Spriggs gave comments on the subject property is served by East Johnson Ave., which is classified on the master street plan as a principal arterial. The recommended right of way is a minimum 120 ft. right-of-way (60 ft. to road centerline). The right-of-way dedication shown on the rezoning plat is 83.7 ft. from the road centerline.

Mr. Spriggs noted that consideration of access management needs to be addressed during the site plan approval process. Engineering: Michael Morris had no concerns other than Greenway Lane being a private drive at this point. Mr. Spriggs asked Mr. Hamman for his comments on the status of Greenway Lane.

Mr. Hamman: One of the warranty deeds has shown an ingress/egress easement granted in one area (1/2 of right of way). We are willing to dedicate at least one-half of the requirements. He noted one previous plat done in 1989

where one side of Greenway was dedicated. There is no right of way to get to that dedicated tract. The main driveway will be as far from Greenway as we can get it. They were looking at some access to include the property to the west; however, those details are still pending.

The Conditions were read:

1. The proposed listed uses that would be prohibited under the requested limited use overlay include:
 - a. Animal care, general
 - b. Animal care, limited
 - c. Cemetery
 - d. Construction sales and service
 - e. Day care, limited (family home)
 - f. Day care, general
 - g. Funeral home
 - h. Nursing home
 - i. Pawn shop
 - j. Golf course
 - k. Recreational vehicle park
2. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.
4. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.
5. The setback, building height, screening, and site design standards required in "Sec. 117-328. - Residential Compatibility Standards" shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a "triggering property" without any exemptions.

Department Reviews: No comments of opposition were received from any department or agency.

Public Input:

Mr. Dennis G. Gambill: 2024 Greenway Ln.: Noted that he is in favor of this progress. He will be back to request his own property to be rezoned. He has visited the Planning Department to have his property rezoned also. He is hoping that all of his neighbors feel the same way.

Mr. Josh Brown: Stated that in terms of the other side of Greenway Ln. (East Side), he has the properties being marketed as well for commercial.

Mr. Hamman stated that his client is willing to dedicate right of way to make Greenway Lane a public road. If his client agrees he may have to amend his plan.

Commission Action:

Mr. Scurlock moved to place Case: RZ-13-14 on the floor for recommendation by MAPC to the City Council, with the noted stipulations, and that changing the zoning of this property from R-1 Single Family Medium Density to the proposed C-3 Limited Use Overlay District is compatible and suitable with the zoning, uses, and character of the surrounding area. Motion seconded by Mr. Reece.

The motion **PASSED** with the following vote.

Aye: 5 - Joe Tomlinson; Paul Hoelscher; Ron Kelton; Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

RZ-13-15

Rezoning Case: RZ 13-15:

Glen Bridger and Phil Bridger requests MAPC approval of a Rezoning from R-1 Single Family Residential to C-3 General Commercial District L.U.O. for 18.40 acres of land located at 5508 and 5512 East Johnson.

Attachments: [Rezoning Plat](#)
[Staff Summary RZ 13-15 MAPC Bridger McNeese Draft Application](#)

Applicant: Mr. Travis Fischer, TraLan Engineering appeared on behalf of the Bridger's for the rezoning of 18.4 acres from R-1 to C-3 L.U.O. This is immediately west of the previous rezoning petition (Rupard Case).

Staff:

Mr. Spriggs gave staff comments noting the surrounding conditions under the existing R-1 Zoning District for 18.4 acres. The Land Use Plan recommends a combination of Planned Mixed Use Area (PMUA). The proposed C-3 LU-O rezoning is fully consistent with the Future Land Use Plan. PMUA includes a combination of retail commercial, office and residential uses mixed.

Mr. Spriggs gave comments on the subject property which is on East Johnson Ave., classified on the master street plan as a principal arterial which requires a 120 ft. right-of-way (60 ft. to road centerline). The majority of the dedicated right-of-way is currently 60 ft. from the road centerline. However, approximately 103 ft. of the road frontage has a dedicated right-of-way of 55 ft. to the road centerline.

Mr. Spriggs added that the compatibility standards for preserving buffering between commercial and remaining residential shall be part of the final site plan.

Mr. Spriggs noted that staff will bring caution to access management during the site plan approval process. Engineering: Michael Morris had no concerns.

1. The proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.
3. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.
4. The setback, building height, screening, and site design standards required in "Sec. 117-328. - Residential Compatibility Standards" shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a "triggering property" without any exemptions.
5. Dedication of the required 60 feet of right-of-way from the centerline of

East Johnson Ave.

6. Prohibited uses:
- a. Adult entertainment
 - b. Adult retail sales
 - c. Tobacco sales

Public Input: None present.

Department Reviews: No comments of opposition were received from any department or agency.

Commission Action:

Mr. Reece moved to place Case: RZ-13-15 on the floor for recommendation by MAPC to the City Council, with the noted stipulations, and that changing the zoning of this property from R-1 Single Family Medium Density to the proposed C-3 Limited Use Overlay District is compatible and suitable with the zoning, uses, and character of the surrounding area. Motion seconded by Mr. Scurlock.

The motion PASSED with the following vote.

Aye: 5 - Joe Tomlinson; Paul Hoelscher; Ron Kelton; Jerry Reece and Jim Scurlock

Absent: 3 - Brian Dover; Beverly Nix and Kim Elmore

8. Staff Comments

COM-13:056 Presentation: Access Management

The Jonesboro MPO, Engineering & Planning Staff would like to give a brief presentation on a current Study of Access Management Policies for the City of Jonesboro

Attachments: [Access Management Presentation](#)

Marsha Guffey, PhD, Jonesboro Metropolitan Planning Organization presented a powerpoint presentation on Access Management (see attachment).

9. Adjournment

RECORD OF PROCEEDINGS: MAPC MEETING MINUTES: October 7, 2013

SP-13-17 Site Plan Review: Large Scale Development: Existing R-3 Property: **The Reserve at Sage Meadows.**

Engineer Travis Fischer/TraLan Engineering, on behalf of the Owner: The Reserve at Sage Meadows, LLC is requesting MAPC site plan approval for 41 one-bedroom and two bedroom units located on a 7.00 acre tract of land off of Prairie Dunes Lane in Sage Meadows Subdivision.

Applicant: Mr. Donald Parker, Jr. addressed the Commission:

Mr. Parker presented the revised Site Plan review for The Reserve at Sage Meadows, a gated community to be development on approximately 2.5 acre tract. Part of a larger 7.0 acre tract.

Mr. Parker added: The property is zoned R-3 and has been zoned R-3 since annexation into City and has been zoned R-3 since before the first lot was sold in Sage Meadows. This is NOT a rezoning request. R-3 Zoning District allows multifamily development of 18 units per acre as a matter of right. Property is zoned for 45 units.

The proposed initial development is on 2.5 acres and consists of 29 1BR and 12 2BR units, for a total of 41 units in 4 buildings in Phase I; The density is 16.4 units per acre in Phase I.

Mr. Parker: The R-3 District requires side set back of 7.5 feet and street and rear set back of 20 feet. There is no street frontage on development; Prairie Dunes is stubbed to property. However, based on concerns raised at last MAPC meeting, building on west side by 12th green has been moved to 20 feet from property line (from 7.5 feet). Entire first phase was extended to property line on the east to increase green space on west and between buildings. By extending/moving the development to the east, allowed larger hammer head turn around at the gate for anyone who is lost and does not have access to The Reserve.

Mr. Parker stated that the topography of the property falls west to east, and north to south; the first building will serve as retaining wall with landscaping, and no development will be visible from 12th green. Two-thirds of the north side will have a retaining wall, with landscaping area between wall and property line.

Landscaping regulations require 41 trees and 123 bushes in Phase I. Our plans are to significantly exceed the City's minimum landscaping requirements.

All comments received from staff and department heads, have been addressed; no outstanding issues. As part of the site plan approval, requesting that Prairie Dunes be renamed Reserve Blvd. No residences front on Prairie Dunes.

All buildings will be brick and stone. All one BR will be one level. The 12 two BR will be two levels.

One BR units will be approximately 700 feet and anticipated rents will be \$850 or higher.

Two BR units will be approximately 960 feet and anticipated rents will be \$975 or higher.

Target market: retirees, empty nesters, and young professionals.

In August, Mr. Tomlinson requested the opportunity to see the conceptual for the remaining development. It is included in your packet.

Mr. Parker explained the Concept for remaining 4.5 acres: Large one story 2BR/2BA units in 4-plexes along golf course; with 2 story flats behind one story 4-plexes. With landscaping and typography, only the single story 4-plexes will be visible from the golf course. With proper landscaping, parking lots will not be visible from golf course.

Setback on south side designated as rear of property to provide maximum set back adjacent to existing single family residential: 20 ft. set back required for rear set back in R-3. Extended set back additional 5 ft to provide 25 ft. buffer with existing single family development along Inverness. Anticipated that area will be fenced and heavily landscaped.

Set back along golf course is 7.5 ft (side set back). However, conceptual plan is to extend set back to 20 to 25 ft. along golf course, provided that an agreement with the Sage Meadows POA can be reached regarding landscaping, fencing, sight restriction limits on golf course and maintenance of property visible from golf course.

Sage Meadows POA: On August 28, we met with Otis Spriggs and 2 gentlemen from the POA Board to review and discuss our site plan and concept for future development. The primary concern raised (other than some residents don't like apartments) was increased traffic.

Received assurances from Mayor and City Engineer (who confirmed with County Judge Ed Hill) that upon completion of Aberdeen and Country Club Blvd to the Sage Meadows property line by Kelley Copeland, the County, with assistance from the City, will complete paving Aberdeen to Macedonia (CR 712), allowing for a second access to and from Sage Meadows.

Based on information from his engineer Carlos Woods and his contractor Jim Gulley, Mr. Copeland's work on these roads should be completed in November. Assuming that occurs as planned, the street work to provide access to Macedonia should be completed in early to mid 2014. Thus the second access should be completed prior to Phase I completion.

We anticipate that assuming site plan approval today, it would be December before we can get our construction loan closed and begin site work. Foundations will likely not be poured until sometime in the first quarter of 2014, with completion likely late summer or fall, 2014.

Additionally, working on agreement to bring construction traffic through undeveloped property to east, so no construction traffic through Sage Meadows. Thus, any traffic concerns by the residents of Sage Meadows should be alleviated prior to any occupancy of Phase I.

Mr. Parker's Closing: In summary, the proposed site plan is situated on existing R-3 property, allowing development for 18 units/acre, the plan meets or exceeds all applicable criteria established by the City, all comments raised by the staff have been fully addressed, and the traffic concerns raised by the Sage Meadows POA will be alleviated by the access under construction to Macedonia (712). We would appreciate your favorable vote to approve the site plan.

Staff:

Mr. Spriggs stated that the proposed plan before the Commission is a revision of the original submitted recently. The applicant has made consideration of the comments made by Staff and the Commission as it related to the property line setbacks and buffering from the single family residential areas; and consideration of open space buffering. Staff feels as though the applicant has addressed those concerns with the new site plan. Also, the MAPC also expressed concerns about the acreage to the south would relate to the 41 units, although not a part of this administrative approval. The applicant has outlined openspace provision such as the club-house and pool area and the configuration of the units in the southern and future phases. The Code does have certain open space requirements that area controlled by satisfaction of certain building and lot coverage. The MAPC is asked to approve a site plan for the 41 units, of which we considered a large-scale development. This is the reason the item is brought before the commission as an administrative approval.

Mr. Spriggs: The provisions for the vehicular turn-around at the west entrance and access concerns raised by the Engineering and Planning Departments were addressed. The concerns of the East-West connection that was raised by the Commission was also addressed by the applicant. The status of Clubhouse Rd. has been commented on and we feel confident that will happen in a timely fashion as it related to the construction of this phase. **Mr. Spriggs** also observed that the property is currently zoned R-3 high density multi-family and the question of use is not a subject of this request, but a site plan approval is the request before the Commission and staff is available to answer any further questions.

Public Comment:

Mr. Buddy Nichols, General Manager at Sage Meadows presented before the Commission stating that on August at the regular meeting of the Board of Directors, they approved a resolution against the complex, Mr. Parker spoke about. The resolution was read and copied to the Commission noting opposition to the apartment complex for reasons of increased traffic and the safety of the Sage Meadows Residents who travel the streets. It was signed by all 5 board members. A large group of residents were recognized and stood up.

Diana Roush: Stated that she has lived in Sage Meadows since 1996. Stated that they bought in Sage Meadows when it was said it would never be a subdivision and that they were guinea pigs and would lose their money. Now when you drive through you can see we did not do that. The residence have bought that golf course. And, have invested our lives in that. We would love to see an aerial view since 1998 until now to see how it has grown with single family homes. We do worry about more traffic. She noted that Mr. Kessinger is putting in more houses at the front of the subdivision. Some will come through the Boulevard and some will come through Macedonia Rd. We worry about traffic at the Villas, where David Onstead is adding about 14 homes. We have to think about the children waiting on buses,

residents who are walking or running. The hospital has given us lots of residents and growth for our area. We do not want apartments at Sage Meadows, nor apartment dwellers going through our subdivision. She presented 447 signatures of residents at Sage Meadows saying we do not want apartments.

Dulane Hogan, 4504 Lochmoor: Commented on the fact that the area is already zoned R-3 and stated he would not want to be in the shoes of the Commission. Mr. Hogan stated that he wanted to tell the Commission on how it became R-3.

Mr. Hogan: September of 1996 and May of 1997, the City of Jonesboro annexed 528 acres to be known as the Sage Meadows' Project into the city limits. The City could have just then granted the availability of apartments 7,000 - 8,000 apartments on that R-3 property. They knew that would not happen, because the Mayor was going to make sure it didn't happen. Mr. Trout and Mr. Arnold wanted to build a golf-course community with houses and apartments, which were mentioned one time. (Which was the very front section in Western Gales). In 2010 the property owners purchased the golf course to protect their home values, the golf course, and safe environment. No sidewalks were required of the developer so the residents take care for the safety of the pedestrians walking in the streets. Dues and amenities were discussed.

Mr. Hogan mentioned that the developer pulled the "26-(un-platted) acres" out of the Sage Meadows Subdivision. Mr. Hogan asked why did the City make sure that property remain a part of the Sage Meadow's project golf course development? He mentioned his request for Freedom of Information on March 12, 2010 on any and all information on Sage Meadows.

Mr. Hogan: He recalled the annexation documents: AZ-96-1 # 17. He requested the infrastructure plans for the annexation or the master plan for this project; which he was never given. A letter to Brian Wadley for the annexation for R-1 was sent. On May 13th, the staff report noted that he request for annexation was for R-3 with development plans forthcoming. In the report Mr. Wadley stated: *"it is happening again, that our city is expanding again without an annexation plan. I have asked the Mayor and City Council to adopt a moratorium until an annexation study and plan is in place"*. It was approved without one. 528 acres of R-3 Zoning was approved.

Mr. Hogan spoke of a meeting and an agreement on Lochmoor to have it completed. Mr. Hogan showed a copy of a Sage Meadows Phase II-A & II-B; A schematic utility plan was also shown. He stated that the only zoning available in 1997 was R-3 that would allow zero-lot lines in the very back. Single Family lots were marked off. Mr. Trout told me that this will never be apartments and told others. Three years ago I went to the Mayor and asked what should we do? They did not know.

Mr. Hogan: The apartments? Let the apartments exist. Let them exist. What we would like to see is that the ingress and egress not come through the development. We do not want the traffic. They will go straight through the neighborhood and one kid could get hit. There is a way to get to this property and Mr. Parker is very well aware. I hope that he and his partners will look at that. They want to use the Sage Meadows' name instead.

Mr. Hogan presented the 2010 proposed Land Use Map and asked what was recommended over there. “Low Density Single Family Residential”. A manipulation of this property has been going on. If we set back and let over 600 homes the size of Brookland and put 27 acres of apartments in it. Mr. Hogan read the minutes when Alec Farmer and Mr. Shipley on October 4, 2004, commented on a zoning case that came up in MAPC (meaning City Council) questioning the R-3 Zoning.

Mr. Hogan read the minutes as filed:

*Councilman Farmer asked for clarification that Planned Unit Development (PUD) is now treated just like a zoning request. Interim City Planner, Ron Shipley confirmed and explained the R-3 zoning used at Sage Meadows was to reduce the lot size to accommodate the patio type homes for a larger density of housing. Councilman Farmer explained the Bill of Assurance and Restrictive Covenants for areas like Sage Meadows are filed with the Circuit Clerk’s Office and provide protection for property owners even though the property is zoned R-3. He further explained when the City of Jonesboro annexed property into the city everything was brought in as Residential (R-1) whether or not it was suitable for that type zoning. **Mr. Hogan stopped reading at this point.***

He asked that the MAPC would consider that it is R-3 but it was considered that for patio homes and not apartments. Mr. Hogan asked the MAPC to decide on what is right not what is legal.

***Mr. Spriggs gave an overview of the history of this R-3 project. Mr. Spriggs later stated that he recalled that there were other comments made by others:** Discussion followed regarding the retention of water, where it would be located and would it be necessary to rezone the property for the retention pond. Mr. Arnold clarified that he intends to provide the buffering on his property which has a natural buffered area. Mr. Shipley informed council members that this was a high use area and was in compliance with the Land Use Plan. Mr. Robert Ryan also addressed the Jonesboro City Council pointing out that if Mr. Kent Arnold is an agent for the sale of the property, then he cannot say how the property will be developed. Ms. Susan Smith questioned if it were possible to impose restrictions in perpetuity through zoning, with Attorney Crego responding he knew of no way to do so. Over the years the property owners have rezoned portions within Sage to R-1 Single Family and we anticipated that it would return with questions.*

The legality of the R-3 is not the question tonight.

Mr. Hogan: On the same day, the 86 acres were brought in, Sage’s attorney had the first few stages changed from R-3 to R-1 but that happen from the front to the back.

Ms. Nix, asked for the date on the maps he presented: he noted 1998. Mr. Spriggs asked to see the title of the drawings presented for the record? Phase II-B that shows the lots marked off, signed off for final approval January 15, 1998. Did Associated do Sage Meadows? **Mr. Spriggs** noted that they were the engineer of record. **Mr. Spriggs** asked if that phase include the subject

property of tonight? **Mr. Spriggs** asked to see the record plat. He noted that this phase that shows supplemental information that showed the future areas in concept. The subject property is not a part of the recorded plat. Sewer, water and street- Would you not consider where the lines would go when you approve this section? **Mr. Spriggs** stated that the subject acreage was not part of that platted subdivisions. **Mr. Hogan** has presented drawings that were not all approved or recorded. The utilities plan presented was conceptual, and was probably used by the utility company to assume the full project build-out.

Ms. Nix: this yellow highlighted zoned was it included in the original drawings? Is this the way it was presented? **Ms. Nix** asked if the plan was accurate? Would it be the way it would be developed? **Mr. Spriggs** stated that it was a conceptual plan. That may have been presented to CWL for information. That part of this phase was never presented and approved by the City. It was annexed in and rezoned. It was never officially approved. In any of those, have they shown apartments back there, **Ms. Nix** asked. **Mr. Spriggs** stated no.

Mr. Spriggs noted also that there were streets sketched on the concept plan for the subject acreage. The city cannot enforce those street layouts, they are considered paper concepts. This was one of the difficulties that Staff had with the area- because it was not platted property . We met with the new landowners and developers, we stated to them that when you come back with a proposal or improvement of the un-platted property, we will treat it as a large-scale development, and we need to deal with the East-West Connection, which we are dealing with that at this time. **Mr. Hogan** asked **Mr. Spriggs** if he thought a document like that (utility plan) would be used by another board of council to make a decision? **Mr. Spriggs** responded that he is correct that it could be used for informational purpose when we deal with connectivity, but it has no legal standing other than for conceptual purposes.

Mr. Hoelscher asked **Mr. Spriggs** to clarify what the MAPC will be voting on.

Mr. Spriggs noted that the only reason this plan is presented to the MAPC is because it is a large-scale development and we knew that this R-3 property would be developed and we stated to the developer that once it came back to the City, this is how we would handle it when it exceeded 48 units to see the connectivity.

Mr. Spriggs: **You are presented a site plan** unfortunately it is zoned R-3 and no one wants the apartments there; however you have been presented with a use that is permitted and allowed on the property, and we have to deal with the site plan issues tonight.

Commission Deliberation:

Mr. Kelton: I was a member of the Jonesboro City Council from January 1 1993 – December 31, 2002. Everything that happened out there I was a sitting and voting member. The way I remember it, it was petition to be annexed as R-3 and we were looking at something new to us at that time- *A Village Concept*. The land use plan was adopted in 1996, and we had just been presented some new information and terminology to develop property and new ideas on

maximizing profits for developers by placing more buildings on a lot. There are three parts of the process: acquisition costs are high, development costs are high, you have to work within a margin that your final sales price is acceptable to a buying market. When they petitioned us with this (speaking only for himself), this was a chance for the City of Jonesboro to grow along the Hwy. 351 corridor, to extend sewer to that area and to encourage additional growth and development. One of the things about the village concept is that it was to be on a very limited basis, a mixture of single family, multi-family, and commercial development. The commercial development was to be along the corridor – first 300 ft. then multi-family and single family. The community has a lot to be concerned about, but looking at the history it appears the developers have met the requirement of the site plan approval.

Mr. Joe Tomlinson: What is the current Land Use Plan for this area. **Mr. Spriggs:** Low density residential. **Mr. Tomlinson** noted that he worked on the Land Use Committee and does not recall rating Sage Meadows as high density development. He asked the developer about channeling the traffic to Macedonia Rd. **Mr. Parker** stated that he had approved the adjoining property to make every effort to have another/secondary access to Macedonia and they have said, **No.**

Mr. Tomlinson: With instead of two exits through Sage Meadows and just one to Macedonia, It seems these people will be happy. **Mr. Don Parker** noted that his property will be land-locked with no access allowed though Sage Meadows.

Mr. Tomlinson made further comments about his experience with apartments and the devaluation of property. He has never seen anyone that has looked for property that was located near apartments.

Nancy Robinson, You said you could use the access to the east for your construction? Why can you not use it permanently? **Mr. Parker:** described the property to the east. We worked on a number of concepts; they will be separate and I do not think that a single access will handle the traffic from what would be developed there. The response to the question; it will be only for construction traffic. As an attempt to divert as much traffic as possible, and to reduce construction traffic is our attempt.

Mr. Reese: By what means do you propose to control the construction traffic. It is very difficult to control. **Mr. Parker:** Contractors will be instructed to use the alternative access.

Mr. Lonnie Roberts asked what is the status of the completion of the second street to Macedonia?

Mr. Parker: There was a pre-meeting and Mr. Copeland stated that his contractors are saying that his portion of Aberdeen will be in Mid-November. The City Engineer has stated that it will be 2014 before the City and County will completed Aberdeen to Clubhouse to Macedonia. (1st quarter or second quarter). **Mr. Spriggs** stated that one part of the construction is contingent

upon the other; Mr. Parker presented the Mayor's email explaining the City's position. Mr. Roberts read the email:

As you know, Don Parker's case will be going to the MAPC. I've talked with County Judge Ed Hill and because of safety reasons we've agreed to pave the road on 351 up to the private property line, when Kelly Copeland is done with the drive. The county will do the base, no curbs and the city will pay for the asphalt. If you have any questions please let me know.

Thank you, Harold Perrin, Mayor

Commission Action:

Mr. Scurlock: All people have made good points. Our job is to do what the law says and protect property owners of small and large properties. We need to think of a couple of points that have been brought up: I remember like when Mr. Kelton discussed when Sage Meadows was just a concept, it was going to be a village concept with a movie theater, fast food, laundry and you would never have to come to Jonesboro. But, the market changes and the zoning has changed. This R-3 concept has been R-3 Zoning since they started selling lots. I don't think we have any choice but to approve this as presented. They have made every effort to try to make this thing less obtrusive. **Mr. Scurlock** made the **motion for approval** of the Site Plan. Motion was **seconded** by **Mr. Dover**.

Scurlock- Aye;

Hoelscher- Stated he has no personal or professional connection with the project, but **Abstained;**

Kelton-Aye;

Mr. Reese- Nay: We have an obligation as Commissioners to look out for both sides; even though it meets the criteria of the law, I can see where it got out of hand, for people to look at a conceptual plan, and plan on your future to invest the money they have in new homes, we have an obligation to those folks;

Ms. Nix: Aye: I know that Mr. Parker and Mr. Osment have met all of the requirements of the law and all of the regulations, but when I was asked to served, it was said that it's not always what but what can be done but what should be done. The current Land Use Plan has that single family residence and I believe that's what the intent was suppose to be so I vote no.

Mr. Dover: Aye

Mr. Tomlinson: Nay: I would lean a little heavy on the Land Use Plan, because I was on the Land Use Plan Committee, because when we saw that it was R-3 Multi-family, we did not re-designate that as high density, so it remained as low density. Mr. Tomlinson added that there is a legitimate argument on the devaluation of property.

Ms. Shrantz: Aye: Based on the information provided and that we are reviewing a site plan. It has seven less units than it could have, and 29 of those units are 1-bedroom.

Chair Roberts: Voted to break the tie vote and to pass the measure. Aye. Voted yes based strictly on the site plan.

Site plan was approved at a **5-4 vote. (Note See Corrected MAPC Minutes for August 13, 2013 which apply to this case).**



Legislation Details (With Text)

File #: RES-13:185 **Version:** 1 **Name:** Amend salary plan for merit increases
Type: Resolution **Status:** Recommended to Council
File created: 10/25/2013 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY'S SALARY & ADMINISTRATION POLICY TO ALLOW MERIT INCREASES FOR EXCEPTIONAL JOB PERFORMANCE AND/OR INCREASED JOB TRAINING OR CERTIFICATIONS

Sponsors: Finance

Indexes: Employee benefits

Code sections:

Attachments: [Additional information](#)

Date	Ver.	Action By	Action	Result
11/5/2013	1	City Council	Postponed Temporarily	Pass
10/30/2013	1	Finance & Administration Council Committee	Recommended to Council	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY'S SALARY & ADMINISTRATION POLICY TO ALLOW MERIT INCREASES FOR EXCEPTIONAL JOB PERFORMANCE AND/OR INCREASED JOB TRAINING OR CERTIFICATIONS WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, a need has been identified to modify the City of Jonesboro's current Salary Administration Plan to insure an optimum performance and effectiveness level for all employees;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Jonesboro, Arkansas that the following sentence, "Merit increases for exceptional job performance and/or increased job related training or certifications may be given at any time throughout the year, at the Mayor's discretion" be added at the beginning of the second paragraph under section "Salary Increases" on page 3.

Guidelines for Merit Increase

It is my responsibility as mayor to carefully look at the City's salary structure, and, if possible financially, find ways to keep up with the financial pressures being experienced by our employees. I believe our citizens and taxpayers would want us to encourage and support their employment.

I think it is possible, within our budget constraints, to put in place a plan to reward some number of the best performers during the year. It would call for allocating a relatively small amount of funds devoted to exceptional performance awards. From time to time I would, with recommendations from department heads, award performance salary increases to deserving employees.

Our current salary plan places a job salary within three categories: minimum, midpoint, and maximum. The increase for exceptional job performance, and/or job related training or certifications would never be used to exceed the maximum for a particular job.

This plan would help the City retain our best performers, and maybe encourage others to improve performance. I do not anticipate that it would involve more than a small number of awards during the year, with no compulsion to spend the entire allocated amount.

Job related training must have prior approval from the department head. The course or certificate must be directly related to the employee's job.

At any time through-out the year any department heads may submit documentation in support of an employee's merit increase for the Mayor's review. Upon approval by the Mayor, the Finance and Human Resource departments will be notified in writing by a payroll change form.

The City Council reserves the right to amend, discontinue, or modify the terms of this merit increase incentive plan.

The Merit Increase is not in lieu of any Cost of Living Adjustment (COLA).



Legislation Details (With Text)

File #: RES-13:209 **Version:** 1 **Name:** Set a public hearing for a drainage easement abandonment

Type: Resolution **Status:** Recommended Under New Business

File created: 11/27/2013 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A TWENTY FOOT WIDE DRAINAGE EASEMENT IN BLOCK D OF BRIDGER PLACE PHASE II SUBDIVISION AS REQUESTED BY PHILLIPS INVESTMENTS

Sponsors:

Indexes: Abandonment, Public hearing

Code sections:

Attachments: [Petition](#)
[Plat](#)

Date	Ver.	Action By	Action	Result
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RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A TWENTY FOOT WIDE DRAINAGE EASEMENT IN BLOCK D OF BRIDGER PLACE PHASE II SUBDIVISION AS REQUESTED BY PHILLIPS INVESTMENTS

WHEREAS, the property owners have filed a petition with the City Clerk of Jonesboro, Arkansas, requesting that a twenty feet wide (20') drainage easement described as follows:

LEGAL DESCRIPTION:

The south ten feet (10') of Lot 21 and the north ten feet (10') of lot 20, both lots located in block D of Bridger Place Phase II Subdivision of Jonesboro, Arkansas being recorded in Book C Page 245 in the Craighead County Courthouse located in Jonesboro, Arkansas.

be abandoned; AND

WHEREAS, the petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Statute Annotated 19-3814 requires a two week public notice before the above drainage easement can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to vacate and abandon the unimproved said drainage easement and this matter will be heard before the City Council on _____, 2013 at _____ at City Council Chambers, 300 South Church., Jonesboro, Arkansas.

PETITION

TO: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE A TWENTY (20') FEET WIDE DRAINAGE EASEMENT.

We / I the undersigned, being the owner /s of all property of the following described legal description located in the City of Jonesboro, Arkansas, described as follows:

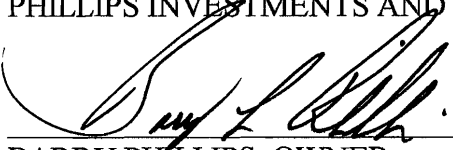
LEGAL DESCRIPTION:

The south ten feet (10') of Lot 21 and the north ten feet (10') of lot 20, both lots located in block D of Bridger Place Phase II Subdivision of Jonesboro, Arkansas being recorded in Book C Page 245 in the Craighead County Courthouse located in Jonesboro, Arkansas.

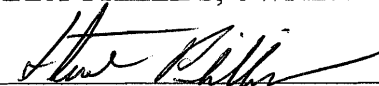
herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the drainage easement described above legally closed.

DATED this 27 day of November, 2013.


PHILLIPS INVESTMENTS AND CONSTRUCTION, INC.



BARRY PHILLIPS, OWNER

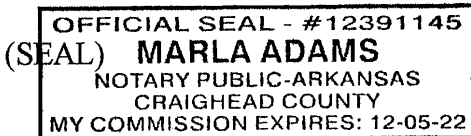


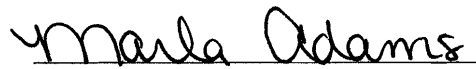
STEVE PHILLIPS, OWNER



DAN PHILLIPS, OWNER

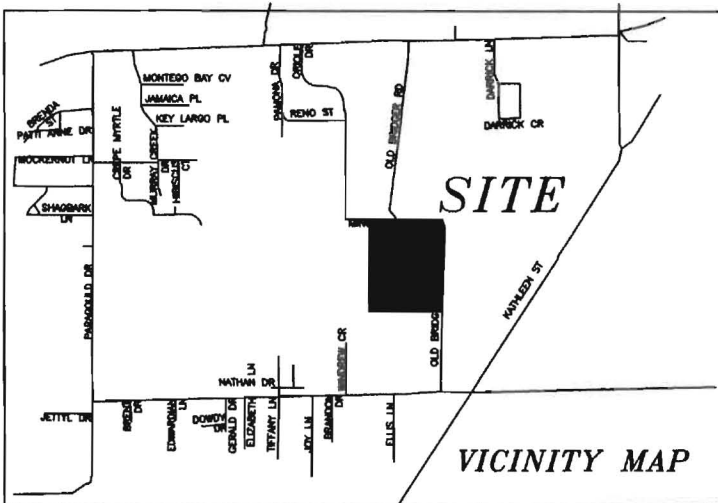
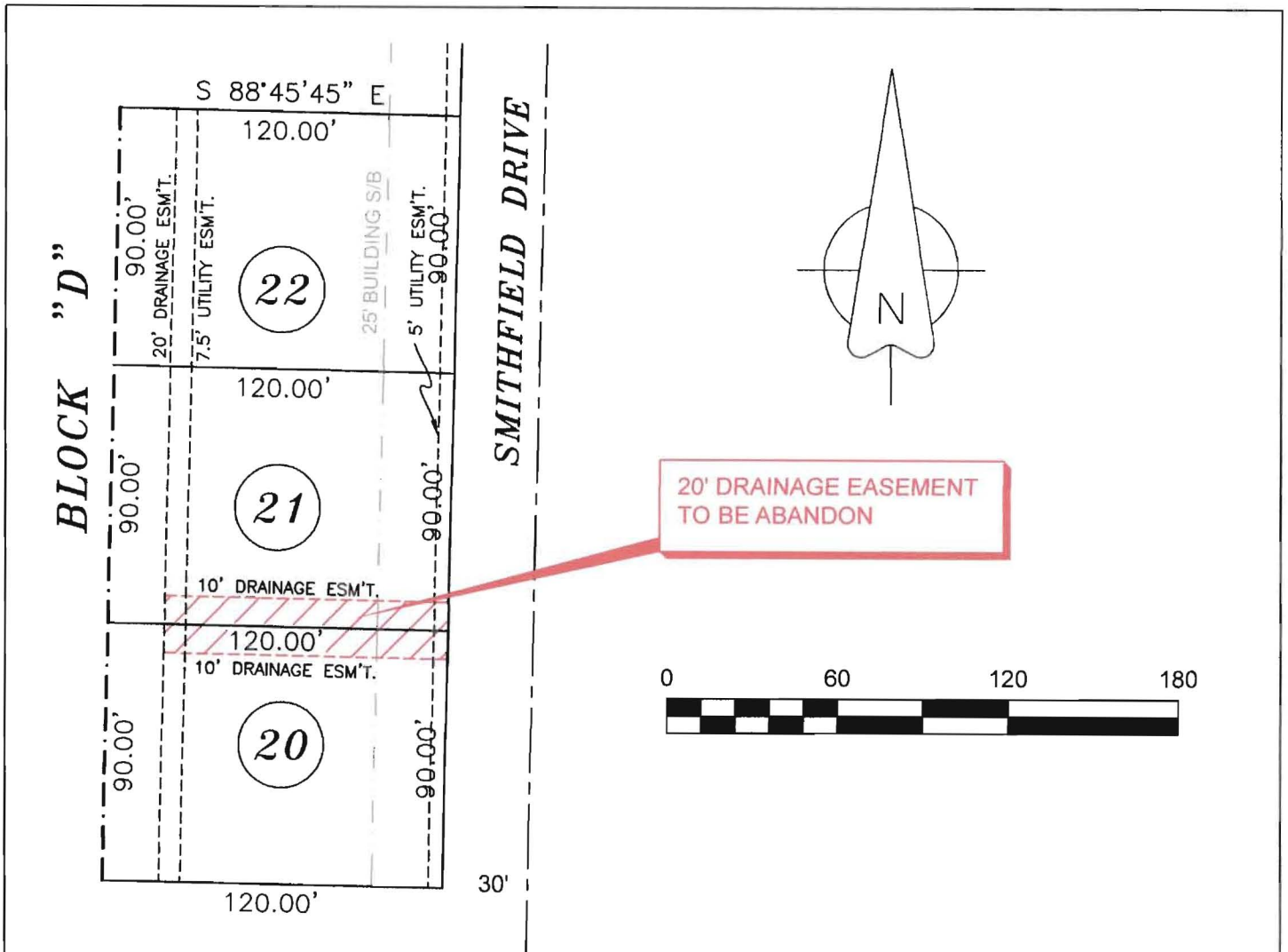
Subscribed and sworn to before me this 27 day of November, 2013.





NOTARY

Expiration Date: 12/05/2022



STATE OF ARKANSAS
No. 1142
SIGNATURE
ROBERT C. HIME

CERTIFICATE OF AUTHORIZATION
H AND S HIME
PROFESSIONAL SURVEYING SERVICES
No. 1432
ARKANSAS

20 FOOT DRAINAGE EASEMENT:
 BETWEEN LOTS 20 AND 21 IN BLOCK "D"
 BRIDGER PLACE, PHASE II TO THE CITY OF
 JONESBORO, ARKANSAS AS SHOWN BY PLAT "C"
 PAGE 00 IN THE OFFICE OF CIRCUIT CLERK AND
 EX-OFFICIO RECORDER, CRAIGHEAD COUNTY,
 ARKANSAS

H&S Hime Professional Surveying Services
 POB No. 353
 BROOKLAND, ARKANSAS 72417

PHONE: 870 972 1288
 FAX: 870 972 1011
 E-MAIL: hshime_butch@yahoo.com

ABANDONMENT PLAT	
drawn by: H. HIME	20 FOOT DRAINAGE EASEMENT TO BE ABANDON ALONG LINE BETWEEN LOTS 20 & 21 IN BLOCK 'D' OF BRIDGER PLACE SUBDIVISION, JONESBORO, AR
date: 11-26-2013	
scale: 1" = 60'	client: PHILLIPS CONSTRUCTION

