



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, October 1, 2019

3:30 PM

Municipal Center

NOTE: TIME CHANGE

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-19:088](#) Minutes for the Public Works Meeting on September 3, 2019

Attachments: [PW090319 MINUTES](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-19:053](#) AN ORDINANCE TO CHANGE THE NAME OF AGGIE ROAD AND FRONT STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES

Sponsors: Charles Coleman, David McClain and LJ Bryant

[ORD-19:054](#) AN ORDINANCE TO CHANGE THE NAME OF COMMERCE DRIVE, ALONG WITH ITS FUTURE EXTENSIONS, TO DR. MARTIN LUTHER KING JR. DRIVE AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES

Sponsors: Charles Coleman, David McClain and LJ Bryant

[ORD-19:055](#) AN ORDINANCE TO NAME TWO SEGMENTS OF THE JONESBORO MULTI-PURPOSE TRAIL SYSTEM IN HONOR OF DR. MARTIN LUTHER KING JR. AND TO ERECT APPROPRIATE SIGNS FOR EDUCATIONAL PURPOSES

Sponsors: Charles Coleman, David McClain and LJ Bryant

[ORD-19:057](#) AN ORDINANCE TO REPEAL ORDINANCE 14:038 ADOPTING THE 2010 ADA STANDARD CODE BY REFERENCE

Sponsors: Human Resources

Attachments: [COJ ADA Complaint Guidelines+.pdf](#)

RESOLUTIONS TO BE INTRODUCED

- RES-19:137** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM GRANT AND JACQUELIN MCDANIEL & JENNA MCDANIEL FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS
- Sponsors:** Engineering
- Attachments:** [Permanent Drainage Easement - McDaniel.pdf](#)
- RES-19:138** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE & SON CONSTRUCTION, INC., FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS -- PHASE II
- Sponsors:** Engineering
- Attachments:** [Bid Tab Patrick Street Sidewalks - Phase II.pdf](#)
[Contract Documents - Patrick Street Sidewalks - Phase II.pdf](#)
- RES-19:139** A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE
- Sponsors:** Engineering
- Attachments:** [Traffic Control Device Agreement - Highway 18 and Caraway.pdf](#)
- RES-19:140** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM JR., INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE JONESBORO INDUSTRIAL LEAD RAIL SPUR (COMMERCE ROAD RAIL GRADE CROSSING TO NESTLE RAIL GRADE CROSSING) PROJECT
- Sponsors:** Engineering
- Attachments:** [Industrial Lead Rail Spur Agreement+.pdf](#)
- RES-19:141** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS, TO CITY WATER AND LIGHT (CWL), A PUBLIC ENTITY
- Sponsors:** Engineering
- RES-19:142** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER, PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL
- Sponsors:** Code Enforcement

- Attachments:** [Affidavit of Statutory Lien - 409 North Fisher.docx](#)
[Scan0058.jpg](#)
[Scan0059.jpg](#)
[Scan0060.jpg](#)
[Scan0061.jpg](#)
[Scan0062.jpg](#)
[Scan0063.jpg](#)
[Scan0064.jpg](#)
[Scan0065.jpg](#)
[Scan0066.jpg](#)
[Scan0067.jpg](#)
[Scan0068.jpg](#)
[Scan0069.jpg](#)

RES-19:144 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET, PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS

Sponsors: Code Enforcement

- Attachments:** [Affidavit of Statutory Lien -309 Second St.docx](#)
[Scan0099.jpg](#)
[Scan0100.jpg](#)
[Scan0101.jpg](#)
[Scan0102.jpg](#)
[Scan0103.jpg](#)
[Scan0104.jpg](#)
[Scan0105.jpg](#)
[Scan0106.jpg](#)
[Scan0107.jpg](#)
[Scan0108.jpg](#)
[Scan0109.jpg](#)
[Scan0110.jpg](#)

RES-19:146 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 MEADOWBROOK, PARCEL 01-143133-08000, JONESBORO, ARKANSAS 72401, OWNED BY KIMBERLY ROBERSON

Sponsors: Code Enforcement

Attachments: [Affidavit of Statutory Lien - 607 Meadowbrook.docx](#)
[Scan0070.jpg](#)
[Scan0071.jpg](#)
[Scan0072.jpg](#)
[Scan0073.jpg](#)
[Scan0074.jpg](#)
[Scan0075.jpg](#)
[Scan0076.jpg](#)
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[Scan0085.jpg](#)
[Scan0086.jpg](#)

RES-19:147 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN

Sponsors: Code Enforcement

Attachments: [Affidavit of Statutory Lien - 500 Allen.docx](#)
[Scan0046.jpg](#)
[Scan0047.jpg](#)
[Scan0048.jpg](#)
[Scan0049.jpg](#)
[Scan0050.jpg](#)
[Scan0051.jpg](#)
[Scan0052.jpg](#)
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[Scan0054.jpg](#)
[Scan0055.jpg](#)
[Scan0056.jpg](#)
[Scan0057.jpg](#)

RES-19:148 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1004 WEST HUNTINGTON, PARCEL 01-143134-07800, JONESBORO, ARKANSAS 72401, OWNED BY CHRISTOPHER JAY BROWN, ET AL

Sponsors: Code Enforcement

Attachments: [Affidavit of Statutory Lien - 1004 W. Huntington.docx](#)
[Scan0037.jpg](#)
[Scan0038.jpg](#)
[Scan0039.jpg](#)
[Scan0040.jpg](#)
[Scan0041.jpg](#)
[Scan0042.jpg](#)
[Scan0043.jpg](#)
[Scan0044.jpg](#)
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RES-19:149 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER

Sponsors: Code Enforcement

Attachments: [Affidavit of Statutory Lien - 816 Hoover.docx](#)
[Scan0087.jpg](#)
[Scan0088.jpg](#)
[Scan0089.jpg](#)
[Scan0090.jpg](#)
[Scan0091.jpg](#)
[Scan0092.jpg](#)
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5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-19:088 **Version:** 1 **Name:** Minutes for the Public Works Meeting on September 3, 2019
Type: Minutes **Status:** To Be Introduced
File created: 9/4/2019 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Meeting on September 3, 2019
Sponsors:
Indexes:
Code sections:
Attachments: [PW090319 MINUTES](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Meeting on September 3, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, September 3, 2019

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Harold Perrin was in attendance.

Present 6 - Gene Vance; Mitch Johnson; John Street; Chris Moore; Charles Coleman and LJ Bryant

Absent 1 - Ann Williams

3. Approval of minutes

[MIN-19:080](#)

MINUTES FOR THE PUBLIC WORKS MEETING ON AUGUST 6, 2019

Attachments: [Public Works Minutes 08062019.pdf](#)

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

Aye: 5 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman and LJ Bryant

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-19:116](#)

A RESOLUTION OF THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED ON N PATRICK STREET (TRACT 3), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Attachments: [Offer and Acceptance - Tract 3, Patrick St.pdf](#)

Councilmember Chris Moore asked, is that part of the widening of North Patrick with Meadows Construction? Chairman John Street said, yes, I believe it is. City Engineer Craig Light stated, it's actually part of the next phase, north of Belt Street that's out for bid right now.

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

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant

[RES-19:119](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WARRANTY DEED RESTRICTION FOR 2502 MARY JANE DRIVE, JONESBORO, ARKANSAS, ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS

Attachments: [Deed Restriction, 2502 Mary Jane Drive.pdf](#)

Councilmember Chris Moore said, I understand, Craig, is this like the one over there on Springwood where it will never be built on again or it will just be? Will we have to let that grow back into natural habitat or can we build a retention pond on it if we wanted? City Engineer Craig Light said, we can use the property. The lots are fairly small. You would not get a lot of capacity to store water on it, but you can use them for gardening. Councilmember Moore said, it could be a community garden or pocket park. Mr. Light said, yeah, it is just green space. You know, just mow it, maintain it, that sort of thing. We can transfer ownership to other government entities, but we can't sell it to an individual property owner. So, basically, it is going to be the ones on Mary Jane that are part of the floodway. I would like to see us do, in the future, another project to obtain a few more of those properties as well to actually be able to do something. Councilmember Moore said, piece them all together and do something larger. Mr. Light said, yes.

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

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant

[RES-19:120](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE WARRANTY DEED RESTRICTION FOR 2504 MARY JANE DRIVE JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS

Attachments: [Deed Restriction, 2504 Mary Jane Drive.pdf](#)

Recommended to Council

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant

Absent: 1 - Ann Williams

[RES-19:121](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE WARRANTY DEED RESTRICTION FOR 5713 E. NETTLETON AVENUE, JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS

Attachments: [Deed Restriction, 5713 E Nettleton.pdf](#)

Chairman John Street said, again this is the same, but Craig if you want to say something. City Engineer Craig Light said, on this particular property, once we get the house torn down and everything cleaned up, we will bring a document or I guess a resolution back to give this land to City, Water and Light for them to maintain it. It is adjacent to their wastewater sludge fields and they would like to be the owner of the property. The grant allows us to transfer ownership to other government entities so we'll bring that forward in October if the council agrees to that. Councilmember Chris Moore

asked, and they'll mow and take care of it and it'll be theirs? Mr. Light said, yes.

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

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant

[RES-19:123](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE PURCHASE OF A PERMANENT CONSTRUCTION EASEMENT FROM ESTHER BUTLER FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Attachments: [Permanent Construction Easement, Esther Butler.pdf](#)

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

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 5 - Gene Vance;Mitch Johnson;Chris Moore;Charles Coleman and LJ Bryant



Legislation Details (With Text)

File #:	ORD-19:053	Version:	1	Name:	CHANGE THE NAME OF AGGIE ROAD AND FRONT STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES
Type:	Ordinance	Status:			To Be Introduced
File created:	9/23/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO CHANGE THE NAME OF AGGIE ROAD AND FRONT STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES				
Sponsors:	Charles Coleman, David McClain, LJ Bryant				
Indexes:	Other				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO CHANGE THE NAME OF AGGIE ROAD AND FRONT STREET TO DR. MARTIN LUTHER KING JR. BOULEVARD AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

Section 1: The City Council finds and declares that the life and achievements of Dr. Martin Luther King Jr. have been an inspiration to millions of American citizens, many of whom are citizens of the City of Jonesboro and the State of Arkansas, and that in order to recognize Dr. King, the name of Aggie Road and Front Street shall be changed to Dr. Martin Luther King Jr. Boulevard.

Section 2: The City Engineer or some other person designated by him is hereby directed to place and locate upon the above-described streets at the proper places appropriate signs designating both of those streets as Dr. Martin Luther King Jr. Boulevard, and it shall be unlawful for any person, firm or corporation to tear down, remove or mutilate such signs.

Section 3: Any person who engaged in tearing down, removing or mutilating such signs established by this ordinance shall be charged with criminal mischief and shall be responsible for payment of restitution to the City of Jonesboro.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: It is found and declared by the City Council of the City of Jonesboro that the life and achievements of Dr. Martin Luther King Jr. should be recognized in an appropriate manner, and therefore the City of Jonesboro and the City Council does hereby change the name of Aggie Road and Front Street to Dr. Martin Luther King Jr. Boulevard.



Legislation Details (With Text)

File #:	ORD-19:054	Version:	1	Name:	CHANGE THE NAME OF COMMERCE DRIVE, ALONG WITH ITS FUTURE EXTENSIONS, TO DR. MARTIN LUTHER KING JR. DRIVE AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	9/23/2019	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO CHANGE THE NAME OF COMMERCE DRIVE, ALONG WITH ITS FUTURE EXTENSIONS, TO DR. MARTIN LUTHER KING JR. DRIVE AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES				
Sponsors:	Charles Coleman, David McClain, LJ Bryant				
Indexes:	Other				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO CHANGE THE NAME OF COMMERCE DRIVE, ALONG WITH ITS FUTURE EXTENSIONS, TO DR. MARTIN LUTHER KING JR. DRIVE AND TO ERECT APPROPRIATE SIGNS AND FOR OTHER PURPOSES

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

Section 1: The City Council finds and declares that the life and achievements of Dr. Martin Luther King Jr. have been an inspiration to millions of American citizens, many of whom are citizens of the City of Jonesboro and the State of Arkansas, and that in order to recognize Dr. King, the name of Commerce Drive shall be changed to Dr. Martin Luther King Jr. Drive.

Section 2: This designation will also be applied to any future extensions of Commerce Drive that are within the city limits of the City of Jonesboro.

Section 3: The City Engineer or some other person designated by him is hereby directed to place and locate upon the above-described street at the proper places appropriate signs designating that street as Dr. Martin Luther King Jr. Drive, and it shall be unlawful for any person, firm or corporation to tear down, remove or mutilate such signs.

Section 4: Any person who engaged in tearing down, removing or mutilating such signs established by this ordinance shall be charged with criminal mischief and shall be responsible for payment of restitution to the City of Jonesboro.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: It is found and declared by the City Council of the City of Jonesboro that the life and achievements of Dr. Martin Luther King Jr. should be recognized in an appropriate manner, and therefore the City of Jonesboro and the City Council does hereby change the name of Commerce Drive to Dr. Martin Luther King Jr. Drive.



Legislation Details (With Text)

File #: ORD-19:055 **Version:** 1 **Name:** NAME TWO SEGMENTS OF THE JONESBORO MULTI-PURPOSE TRAIL SYSTEM IN HONOR OF DR. MARTIN LUTHER KING JR. AND TO ERECT APPROPRIATE SIGNS FOR EDUCATIONAL PURPOSES

Type: Ordinance **Status:** To Be Introduced

File created: 9/23/2019 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE TO NAME TWO SEGMENTS OF THE JONESBORO MULTI-PURPOSE TRAIL SYSTEM IN HONOR OF DR. MARTIN LUTHER KING JR. AND TO ERECT APPROPRIATE SIGNS FOR EDUCATIONAL PURPOSES

Sponsors: Charles Coleman, David McClain, LJ Bryant

Indexes: Other

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO NAME TWO SEGMENTS OF THE JONESBORO MULTI-PURPOSE TRAIL SYSTEM IN HONOR OF DR. MARTIN LUTHER KING JR. AND TO ERECT APPROPRIATE SIGNS FOR EDUCATIONAL PURPOSES

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

Section 1: The City Council finds and declares that the life and achievements of Dr. Martin Luther King Jr. have been an inspiration to millions of American citizens, many of whom are citizens of the City of Jonesboro and the State of Arkansas, and that in order to recognize Dr. King, two segments of the City of Jonesboro multi-purpose trail system shall be designated as the Dr. Martin Luther King Jr. Freedom Trail.

Section 2: The Dr. Martin Luther King Jr. Freedom Trail shall consist of the present trail from Allen Park to the Marion Berry Boulevard and the planned trail from Arkansas State University to Downtown Jonesboro.

Section 3: The Mayor of Jonesboro shall appoint a special committee, its members to be confirmed by the City Council, for the purpose of planning an educational component on some portion of the Arkansas State University to Downtown Jonesboro trail. The committee’s responsibilities shall include raising funds for trail markers that will feature well-known quotations of Dr. King.

Section 4: A separate account shall be established for funds raised to finance and maintain trail markers for the Dr. Martin Luther King Jr. Freedom Trail.

Section 5: The Freedom Trail Committee shall work with the City Engineer or some other person designated by him to place and locate the markers at proper places along the trail, and it shall be unlawful for any person, firm or corporation to tear down, remove or mutilate such signs.

Section 6: Any person who engaged in tearing down, removing or mutilating such signs established by this ordinance shall be charged with criminal mischief and shall be responsible for payment of restitution to the City of Jonesboro.

Section 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: It is found and declared by the City Council of the City of Jonesboro that the life and achievements of Dr. Martin Luther King Jr. should be recognized in an appropriate manner, and therefore the City of Jonesboro and the City Council does hereby designate the present multi-purpose trail from Allen Park to the Marion Berry Boulevard and the planned multi-purpose trail from Arkansas State University to Downtown Jonesboro as the Dr. Martin Luther King Jr. Freedom Trail.



Legislation Details (With Text)

File #:	ORD-19:057	Version:	1	Name:	TO REPEAL ORDINANCE 14:038 ADOPTING THE 2010 ADA STANDARD CODE BY REFERENCE
Type:	Ordinance	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO REPEAL ORDINANCE 14:038 ADOPTING THE 2010 ADA STANDARD CODE BY REFERENCE				
Sponsors:	Human Resources				
Indexes:	Code of Ordinances amendment				
Code sections:					
Attachments:	COJ ADA Complaint Guidelines+.pdf				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO REPEAL ORDINANCE 14:038 ADOPTING THE 2010 ADA STANDARD CODE BY REFERENCE

WHEREAS, Ordinance Number 14:038 was adopted by the City of Jonesboro, Arkansas, on July 1, 2014, and adopted the 2010 ADA Standard Code; and

WHEREAS, the ADA standards are not a building code. There is no plan review or permitting process under the ADA, nor are building departments required or authorized by the ADA to enforce the ADA standards; and

WHEREAS, the City of Jonesboro has been advised by the Arkansas Municipal League that we are the only city in the State of Arkansas that has adopted said code and it should be repealed, as we have no enforcement powers under the ADA; and

WHEREAS, the City of Jonesboro remains committed to providing accommodations to promote equal access to all city services and facilities to persons with disabilities, and to following the grievance procedures established within the city to ensure compliance with the Americans with Disabilities Act.

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

SECTION 1: The City of Jonesboro hereby establishes a grievance procedure in accordance with the Americans with Disabilities Act. A copy of the current procedure is attached hereto and will be available to citizens upon request and on the city website.

SECTION 2: The City of Jonesboro hereby designates the Human Resources Director as the ADA Coordinator. Further, the Mayor shall establish a grievance committee comprised of relevant city departments to address all complaints and conduct self-evaluations of city properties and programs.

SECTION 3: The City of Jonesboro shall begin a self-evaluation of all city properties and programs to ensure accessibility for all citizens. During this evaluation, all public comments are welcome and should be directed to the ADA Coordinator. Upon completion of the self-evaluation, the report shall be made available to all citizens

upon request, and shall be published on the city website.

SECTION 4: The City of Jonesboro hereby repeals Ordinance 14:038, and any other ordinance or resolution which references the adoption of the 2010 ADA Standard Code, or which may conflict with this ordinance.

City of Jonesboro, Arkansas
Americans with Disabilities Act
Title II Compliance Guide

August 2019

ADDITIONAL RESOURCES

The ADA Information Line is a service provided by the Department of Justice. This toll-free phone number provides access to ADA specialists during business hours and access to on-demand assistance materials 24 hours a day. Department of Justice publications can also be ordered through the Line 24 hours a day through the Information's Line's voicemail system.

ADA Information Lines: Voice: 800-514-0301; TTY: 800-514-0383

Another valuable resource is the Department of Justice's ADA Home Page on the Internet. This web site provides access to ADA regulations and assistance materials, including newly released assistance material. You can also find links to other federal agencies with ADA responsibilities.

ADA Home Page - www.ada.gov

The ADA and City Governments: Common Problems

A publication that compiles common problems with Title II compliance. www.ada.gov/comprob

ADA Guide for Small Towns

A guide for small local governments, including cities, towns, townships, and rural counties. The publication addresses special concerns of the ADA's requirements for local governments and gives practical examples. www.ada.gov/smtown

Title II Technical Assistance Manual (1993) and Supplements

A manual explaining what state and local governments must do to ensure that their services, programs, and activities are provided to the public in a non-discriminatory manner. www.ada.gov/taman2

Department of Justice ADA Mediation Program

A publication describing the Department's ADA mediation program, including locations of ADA mediators and examples of successful mediation efforts. www.ada.gov/mediation_docs/mediation-program

ADA Information Services

A list with the telephone number and Internet address of federal agencies and other organizations that provide information and technical assistance to the public about the ADA. www.ada.gov/agency

Commonly Asked Question About the ADA and Law Enforcement

A publication explaining ADA requirements for ensuring that people with disabilities receive the same law enforcement services and protections.

www.ada.gov/q&a_law

Access for 9-1-1 and Telephone Emergency Services

A publication explaining the requirements for direct, equal access to 9-1-1 for persons who use teletypewriters (TTY).

www.fcc.gov/general/access-9-1-1-and-telephone-emergency-services

ADA Best Practices Tool Kit for State and Local Governments

A publication designed to teach state and local government officials how to identify and remove barriers that prevent people with disabilities from gaining equal access to state and local government programs, services, and activities. www.ada.gov/pcatoolkit/toolkitmain

Other Helpful Web Resources:

www.adata.org

www.askjan.org

ADA COORDINATOR

I, Harold Perrin, Mayor of the City of Jonesboro, Arkansas, hereby appoints the Human Resources Director (HRD), as ADA coordinator for the city. HRD recognizes that as the ADA coordinator, he/she will serve as liaison between the city and the public and is responsible for posting notices and grievance procedures and initiating transition plans and self-evaluations for the city's property and services.

HRD also recognizes his/her duty to receive complaints from the public and oversee their investigation.

Signature of Human Resources Director

Signature of Mayor

Date

GRIEVANCE PROCEDURE

- A. Persons shall be allowed to submit complaints regarding access or other alleged discrimination in writing by completing the ADA Complaint Form, which will be provided to you or to someone on your behalf by request. If the individual submitting the complaint is unable to do so in writing, the complaint may be submitted verbally to the ADA coordinator.
- B. Once completed, the ADA Complaint Form should be given to the ADA coordinator for resolution.

The ADA coordinator for the City of Jonesboro is:

Human Resources Director

300 S. Church Street

Jonesboro, AR 72401

870-933-4640

TTY: 800-514-0383 Voice: 800-514-0301

HR@jonesboro.org

- C. The ADA coordinator should meet with the complainant and try to provide a decision within fifteen (15) working days of the complaint being filed, not counting the date of the filing itself.
- D. If the complaint cannot be resolved to the satisfaction of the complainant by the ADA coordinator, it will be forwarded to the mayor. The mayor will review the complaint, meet with the complainant and try to provide a decision within fifteen (15) working days of the date of the ADA coordinator's decision, not counting the date of the decision.
- E. If the complaint cannot be resolved to the satisfaction of the complainant by the mayor, it will be forwarded to the city council. The city council's decision is the final decision of the city and it should be made within thirty (30) days of the mayor's decision, not counting the day of the decision.
- F. A record of the action taken on each request or complaint will be maintained as part of the records or minutes at each level of the grievance process.

CITY OF JONESBORO, ARKANSAS
AMERICANS WITH DISABILITIES COMPLAINT FORM

Please describe in writing (or verbally to the ADA coordinator, if unable to communicate in writing) your concern or complaint and identify the approximate time, date, and place of occurrence, as well any city employees you believe to have been involved.

What do you think would resolve the problem or complaint?

Name: _____

Address: _____

Telephone: _____

Email Address: _____

Signature: _____

Date: _____

Representative Name: _____

Representative Signature: _____

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of Jonesboro will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of the city's services, programs, or activities.

Employment: The City of Jonesboro is an equal opportunity employer and does not discriminate on the basis of disability in its hiring or employment practices. The City of Jonesboro complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAA).

Effective Communication: The City of Jonesboro will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the city's programs, services, and activities, including qualified sign language interpreters, documents in braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The city will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all city programs, services, and activities. For example, individuals with service animals are welcomed in city offices, even where pets are generally prohibited, as long as the animal does not create a legitimate safety risk or fundamentally alter the nature of the city's services.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a city program, service, or activity, should contact the office of the ADA coordinator, Human Resources, as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the city to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaint/Grievance Procedure: Complaints that a city program, service, or activity is not accessible to persons with disabilities should be directed to the Human Resources Director, ADA coordinator, at 870-933-4640 or TTY: 800-514-0383; Voice: 800-514-0301.

Forms on which to file your complaint will be provided or, if necessary, your complaint will be heard verbally. A record of your complaint and the action taken will be maintained in a special complaint file in the ADA coordinator's office. A decision concerning any ADA grievance will be considered by the designated ADA coordinator within 15 days of being filed.

The city will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



Legislation Details (With Text)

File #:	RES-19:137	Version:	1	Name:	ACCEPT A PERMANENT DRAINAGE EASEMENT FROM GRANT AND JACQUELIN MCDANIEL & JENNA MCDANIEL FOR THE PURPOSE OF MAKING DRAINAGE
Type:	Resolution	Status:			To Be Introduced
File created:	9/23/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM GRANT AND JACQUELIN MCDANIEL & JENNA MCDANIEL FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS				
Sponsors:	Engineering				
Indexes:	Easement				
Code sections:					
Attachments:	Permanent Drainage Easement - McDaniel.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM GRANT AND JACQUELIN MCDANIEL & JENNA MCDANIEL FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS WHEREAS, the City of Jonesboro, Arkansas, desires to accept the following described easement for the purpose of making drainage improvements:

A part of Lot 1 of Kenward Replat of United Development Corporation First Replat of Marshall Addition Subdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: A 15-foot strip of land centered on a 9-foot drainage swale as constructed across the north side of Lot 1.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 S. Church St
JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Grant and Jacquelin McDaniel & Jenna McDaniel, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent drainage easement the following described real property in Craighead County, State of Arkansas, to-wit:

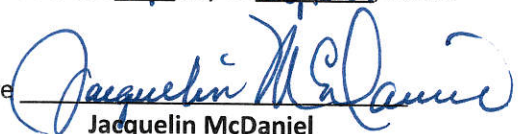
A part of Lot 1 of Kenward Replat of United Development Corporation First Replat of Marshall Addition Subdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: A 15 ft strip of land centered on a 9 ft drainage swale as constructed across the north side of Lot 1.

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 17 day of September 2019.

Signature 
Grant McDaniel

Signature 
Jacquelin McDaniel

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared GRANT + JACQUELIN MCDANIEL to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 17 day of September, 2019.

Notary Public (Signature) 

My Commission Expires: 3-2-2025



JM

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 11 day of SEPT, 2019.

ACKNOWLEDGMENT

Signature Jenna McDaniel
Jenna McDaniel

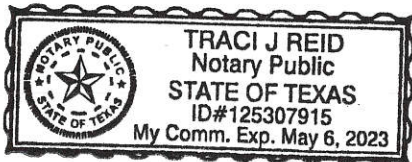
STATE OF Texas

COUNTY OF Dallas

On this day before me, the undersigned officer, personally appeared JENNA MCDANIEL to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth. WITNESS my hand and seal this 11 day of September, 2019.

Notary Public (Signature) Traci Reid

My Commission Expires: 5-6-2023



JM



Legislation Details (With Text)

File #:	RES-19:138	Version:	1	Name:	CONTRACT WITH ALVIN CRABTREE & SON CONSTRUCTION, INC., FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS -- PHASE II
Type:	Resolution	Status:			To Be Introduced
File created:	9/23/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE & SON CONSTRUCTION, INC., FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS -- PHASE II				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Bid Tab Patrick Street Sidewalks - Phase II.pdf Contract Documents - Patrick Street Sidewalks - Phase II.pdf				

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 ALVIN CRABTREE & SON CONSTRUCTION, INC., FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS -- PHASE II

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

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

WHEREAS, funding for the execution of the contract shall come from Community Development Block Grant for 2019 program year and the Capital Improvements 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 responsive low bid and enter into a contract with Alvin Crabtree & Son Construction, Inc., for the Patrick Street Sidewalk Improvements -- Phase II.

Section 2. That funding for the execution of the contract shall come from Community Development Block Grant for 2019 program year and the Capital Improvement 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.



Budgeted Amount

Opened by
Tabulated by

S A Kent
T Cooper

Bid #: 2019:29
Date: 9/18/2019

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

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
Patrick Sidewalk Imp Phase II												
1	0.97	Clearing & Grubbing	3,800.00	\$3,686.00	2,000.00	\$1,940.00	4,000.00	\$3,880.00	3,000.00	\$2,910.00		
2	99.82	R&D Concrete	15.00	\$1,497.30	18.00	\$1,796.76	9.00	\$898.38	8.00	\$798.56		
3	105.00	R&D Curb & Gutter	3.75	\$393.75	4.25	\$446.25	6.00	\$630.00	3.00	\$315.00		
4	237.32	Unclassified Excavation	10.00	\$2,373.20	12.00	\$2,847.84	15.00	\$3,559.80	8.00	\$1,898.56		
5	837.72	Compacted Embankment	12.00	\$10,052.64	12.00	\$10,052.64	20.00	\$16,754.40	12.50	\$10,471.50		
6	633.84	Class VII Aggregate Base	25.00	\$15,846.00	25.00	\$15,846.00	25.00	\$15,846.00	25.00	\$15,846.00		
7	117.94	Portland Cement Concrete Sidewalk	405.00	\$47,765.70	400.00	\$47,176.00	405.00	\$47,765.70	400.00	\$47,176.00		
8	260.52	Portland Cement Concrete Driveway	45.00	\$11,723.40	49.50	\$12,895.74	50.00	\$13,026.00	48.00	\$12,504.96		
9	1.00	Mobilization	5,000.00	\$5,000.00	5,000.00	\$5,000.00	15,000.00	\$15,000.00	10,400.00	\$10,400.00		
10	1.00	Maintenance of Traffic	7,500.00	\$7,500.00	5,000.00	\$5,000.00	18,000.00	\$18,000.00	10,000.00	\$10,000.00		
11	96.00	Signs	35.00	\$3,360.00	25.00	\$2,400.00	18.00	\$1,728.00	20.00	\$1,920.00		
12	15.00	36" RCP Pipe Culvert	96.00	\$1,440.00	100.00	\$1,500.00	84.00	\$1,260.00	96.00	\$1,440.00		
13	2.00	36" Flared End section	1,680.00	\$3,360.00	1,000.00	\$2,000.00	1,116.00	\$2,232.00	1,680.00	\$3,360.00		
14	32.00	12" RCP Pipe culvert	22.20	\$710.40	30.00	\$960.00	33.00	\$1,056.00	24.00	\$768.00		
15	1.00	Sidewalk drain	600.00	\$600.00	600.00	\$600.00	750.00	\$750.00	1,000.00	\$1,000.00		
16	278.00	Retaining Wall	240.00	\$66,720.00	100.00	\$27,800.00	225.00	\$62,550.00	250.00	\$69,500.00		
17	0.97	Seeding	2,500.00	\$2,425.00	2,500.00	\$2,425.00	2,640.00	\$2,560.80	2,500.00	\$2,425.00		
18	1.94	Lime	750.00	\$1,455.00	250.00	\$485.00	900.00	\$1,746.00	350.00	\$679.00		
19	0.97	Mulch Cover	2,500.00	\$2,425.00	2,500.00	\$2,425.00	2,640.00	\$2,560.80	2,500.00	\$2,425.00		
20	98.94	Water for Seeding	33.00	\$3,265.02	50.00	\$4,947.00	36.00	\$3,561.84	40.00	\$3,957.60		
21	0.97	Temporary Seeding	1,800.00	\$1,746.00	2,500.00	\$2,425.00	2,640.00	\$2,560.80	2,500.00	\$2,425.00		
22	0.97	Temporary Mulch Cover	1,100.00	\$1,067.00	2,500.00	\$2,425.00	2,640.00	\$2,560.80	2,400.00	\$2,328.00		
23	9.00	Rock Ditch Checks	150.00	\$1,350.00	56.00	\$504.00	108.00	\$972.00	100.00	\$900.00		
24	1235.00	Silt Fencing	3.50	\$4,322.50	5.00	\$6,175.00	7.20	\$8,892.00	3.50	\$4,322.50		
25	19.79	Water for Temporary Seeding	33.00	\$653.07	50.00	\$989.50	36.00	\$712.44	40.00	\$791.60		
26	1897.00	Concrete Curb & Gutter	15.00	\$28,455.00	16.00	\$30,352.00	14.00	\$26,558.00	16.50	\$31,300.50		
27	17.26	Wheel Chair ramp type 3	145.00	\$2,502.70	175.00	\$3,020.50	100.00	\$1,726.00	65.00	\$1,121.90		
28	11.93	Wheel Chair ramp type 6	145.00	\$1,729.85	175.00	\$2,087.75	100.00	\$1,193.00	85.00	\$1,014.05		
29	80.00	Thermoplastic marking 12" crosswalk	15.00	\$1,200.00	20.00	\$1,600.00	10.00	\$800.00	65.00	\$5,200.00		
30	8.25	Standard sign	125.00	\$1,031.25	50.00	\$412.50	20.00	\$165.00	45.00	\$371.25		
31	1.00	Channel post sign support (U)	200.00	\$200.00	50.00	\$50.00	150.00	\$150.00	150.00	\$150.00		

TOTAL	\$235,855.78	\$198,584.48	\$261,655.76	\$249,719.98	
			-Errors -		
Bid signed (Y or N)	Yes	Yes	Yes	Yes	
Bid Bond (Y or N)	Yes	Yes	Yes	Yes	
Qualification (Y or N)	Yes	Yes	Yes	Yes	
Suspension and Debarment (Y or N)	Yes	Yes	Yes	Yes	



Specifications

For

**Patrick Street Sidewalk
Improvements – Phase II**

(Bid #2019:29)
Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

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XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the Patrick Street Sidewalk Improvements – Phase II 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 September 18, 2019 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required for sidewalks improvements along Patrick Street. All Submissions shall be annotated on the outside of the envelope with the bid number 2019:29.

The project consists of placing a sidewalk along the west side of the Patrick Street from Belt Street to 1001 North Patrick Street.

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

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

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

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

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

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

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

“Buy America” provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Patrick Street Sidewalk Improvements – Phase II, Bid Number 2019:29 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.

16. SURVEY CONSTRUCTION CONTROLS

Will be the responsibility of the Contractor. No separate pay item and shall be considered subsidiary to the contract.

III. PROPOSAL

Place Jonesboro, AR
Date 9-18-19

Proposal of Crabtree & Son Construction Inc

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

or

Proposal of N/A

a partnership consisting of N/A

or

Proposal of N/A

an individual doing business as N/A

TO: City of Jonesboro

This bid results from your advertisement for bids for the **Patrick Street Sidewalk Improvements – Phase II**.

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 sixty (60) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

N/A Dated N/A
N/A Dated N/A

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 5010 Dollars (\$ 5010), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Mista Crabtree
(Witness)

5918 CR 383

Bono, AR 72416
(Address)

Crabtree & Son Construction Inc
(Name of Bidder)

By Alvin Crabtree

Alvin Crabtree - President
(Print Name and Title)



499 CR 383

Bono, AR 72416
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Clearing & Grubbing	201	Acres	.97	\$2000. ⁰⁰	\$1940. ⁰⁰
2	R&D Concrete	203	Sq.Yd.	99.82	\$18. ⁰⁰	\$1796. ⁷⁶
3	R&D Curb & Gutter	204	L.F.	105	\$4. ²⁵	\$446. ²⁵
4	Unclassified Excavation	210	Cu.Yd.	237.32	\$12. ⁰⁰	\$2847. ⁸⁴
5	Compacted Embankment	210	Cu.Yd.	837.72	\$12. ⁰⁰	\$10,052. ⁶⁴
6	Class VII Aggregate Base	303	Tons	633.84	\$25. ⁰⁰	\$15,846. ⁰⁰
7	Portland Cement Concrete Sidewalk	400	Cu.Yd.	117.94	\$400. ⁰⁰	\$47,176. ⁰⁰
8	Portland Cement Concrete Driveways	505	Sq.Yd.	260.52	\$49. ⁵⁰	\$12,895. ⁷⁴
9	Mobilization	601	L.S.	1	\$5000. ⁰⁰	\$5000. ⁰⁰
10	Maintenance of Traffic	SP&603	L.S.	1	\$5000. ⁰⁰	\$5000. ⁰⁰
11	Signs	SP&604	Sq.Ft.	96	\$25. ⁰⁰	\$2400. ⁰⁰
12	36" RCP Pipe Culvert	606	L.F.	15	\$100. ⁰⁰	\$1500. ⁰⁰
13	36" Flared End Section	606	Each	2	\$1000. ⁰⁰	\$2000. ⁰⁰
14	12" RCP Pipe Culvert	606	L.F.	32	\$30. ⁰⁰	\$960. ⁰⁰
15	Sidewalk Drain	606	Each	1	\$600. ⁰⁰	\$600. ⁰⁰
16	Retaining Wall	606	L.F.	278	\$100. ⁰⁰	\$27,800. ⁰⁰
17	Seeding	620	Acres	.97	\$2500. ⁰⁰	\$2425. ⁰⁰
18	Lime	620	Tons	1.94	\$250. ⁰⁰	\$485. ⁰⁰
19	Mulch Cover	620	Acres	.97	\$2500. ⁰⁰	\$2425. ⁰⁰
20	Water For Seeding	620	Mgal	98.94	\$50. ⁰⁰	\$4947. ⁰⁰
21	Temporary Seeding	621	Acres	.97	\$2500. ⁰⁰	\$2425. ⁰⁰

22	Temporary Mulch Cover	621	Acres	.97	<u>\$2500.⁰⁰</u>	<u>\$2425.⁰⁰</u>
23	Rock Ditch Checks	621	Cu.Yd.	9	<u>\$56.⁰⁰</u>	<u>\$504.⁰⁰</u>
24	Silt Fencing	621	L.F.	1,235	<u>\$5.⁰⁰</u>	<u>\$6175.⁰⁰</u>
25	Water For Temporary Seeding	621	Mgal	19.79	<u>\$50.⁰⁰</u>	<u>\$989.⁵⁰</u>
26	Concrete Curb & Gutter	634	L.F.	1,897	<u>\$16.⁰⁰</u>	<u>\$30,352.⁰⁰</u>
27	Wheel Chair Ramp Type 3	641	Sq.Yd.	17.26	<u>\$175.⁰⁰</u>	<u>\$3020.⁵⁰</u>
28	Wheel Chair Ramp Type 6	641	Sq.Yd.	11.93	<u>\$175.⁰⁰</u>	<u>\$2087.⁵⁰</u>
29	Thermoplastic Pavement Marking 12" Crosswalk	719	L.F.	80	<u>\$20.⁰⁰</u>	<u>\$1600.⁰⁰</u>
30	Standard Sign	726	Sq.Ft.	8.25	<u>\$50.⁰⁰</u>	<u>\$412.⁵⁰</u>
31	Channel Post Sign Support (U)	726	Each	1	<u>\$50.⁰⁰</u>	<u>\$50.⁰⁰</u>

TOTAL BASE BID \$198,584.48

WRITTEN IN WORDS:

One hundred ninety eight thousand five hundred eight
four dollars and ~~7~~ forty eight cents
00

BID BOND

CONTRACTOR:

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

SURETY:

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

OWNER:

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

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

PROJECT:

(Name, location or address, and Project number, if any)
Patrick Street Sidewalk Improvement Phase II Bid #2019:29

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

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

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

Signed and sealed this 18th day of September, 2019

Misti Crabtree
(Witness)

Shana Meyen
(Witness)

Crabtree & Son Construction, Inc.

(Principal)

Oliver Crabtree
(Title)

Granite Re, Inc.

(Surety)

Miki J. Rogers
(Title) Miki J. Rogers, Attorney-in-Fact

BXS Insurance Service, P.O. Box 291510, Little Rock, AR 72225
Ph: 501-614-1599, Fax: 501-614-1440



GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



Kenneth D. Whittington
 Kenneth D. Whittington, President

Kyle P. McDonald
 Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
 August 8, 2021
 Commission #: 01013257



Kathleen E. Carlson
 Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of JUNE, 2017.



Kyle P. McDonald
 Kyle P. McDonald, Secretary/Treasurer

Statement of Bidders Qualifications

1. **Name of Bidder:** Crabtree & Son Construction, Inc.
2. **Permanent main office address:** 499 CR 383, Bono, AR 72416
3. **When organized:** January 1998
4. **If a corporation, where incorporated:** Jonesboro, AR in May of 2015
5. **How many years have been engaged in the contracting business under your present firm or trade name?** 21 years
6. **Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)** AGFC Lake Poinsett Phase 1 Modifications \$1,241,800.00
Completion expected be in October 2019, JETS
7. **General character of work performed by your company:** Concrete sidewalks, driveways and drainage work, etc.
8. **Have you ever failed to complete any work awarded to you?** No
9. **Have you ever defaulted on a Contract? No If so, Why?** N/A
10. **Have you ever been fined or had your license suspended buy a Contractor's Licensing Board? No If so where and why?** N/A
11. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:**
 - City of Jonesboro 2013, 2014, 2015, 2016 Concrete Labor Yearly Work
 - Caraway Road Sidewalk Project Phase II \$320,000 – Completed in November 2016
 - City of Bono – Drainage improvements \$50,000 , College Street sidewalks \$387,000 Completed April 2019
12. **List your major equipment available for the contract:** 336F Excavator, PC 88 Excavator with thumb, Bobcat, Dump truck, etc.
13. **Experience in construction work similar in importance to the project:** Concrete sidewalks, driveway and drainage
14. **Background and experience in construction work similar in importance to the project:** See list on number 14
15. **Credit available:** \$100,000.00
16. **Give Bank Reference:** James Pierce
17. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?** Yes

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. 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: _____.

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 17th
day of September, 2019

Crabtree & Son Construction Inc
(Name of Bidder)

By Alvin Crabtree
Title President

STATE OF Arkansas)
COUNTY OF Craighead) SS.

Alvin Crabtree being duly sworn deposes and says that
he is President of Crabtree & Son Construction Inc.
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of September, 2019.

Mandy Johnson
(Notary Public)

My Commission Expires:
12-11-23



VII. CONTRACT

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

between Crabtree & Son Construction, Inc.

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

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Patrick Street Sidewalk Improvements – Phase II**, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

(Contractor)

_____ By _____

_____ Title _____

(Street)

(City)

City of Jonesboro
(Owner)

_____ By _____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated
the _____ day of _____, 20____, a copy of which is attached hereto and
made a part hereof, hereinafter referred to as the Contract, for the **Patrick Street Sidewalk
Improvements – Phase II.**

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.

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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.

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

GC.11 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

**PAYMENT TO CONTRACTORS
2019 SCHEDULE - CONTRACTED PROJECTS**

City of Jonesboro Payment Schedule	Deadline for Invoice Submittal to Engineering
Tuesday, January 08, 2019	Friday, December 28, 2018
Friday, February 08, 2019	Tuesday, January 29, 2019
Friday, March 08, 2019	Tuesday, February 26, 2019
Monday, April 08, 2019	Friday, March 29, 2019
Wednesday, May 08, 2019	Friday, April 26, 2019
Monday, June 10, 2019	Friday, May 31, 2019
Monday, July 08, 2019	Friday, June 28, 2019
Thursday, August 08, 2019	Monday, July 29, 2019
Monday, September 09, 2019	Friday, August 30, 2019
Tuesday, October 08, 2019	Friday, September 27, 2019
Friday, November 08, 2019	Tuesday, October 29, 2019
Friday, December 06, 2019	Tuesday, November 26, 2019
Tuesday, January 08, 2019	Friday, December 28, 2019

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

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

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

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

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

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

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

"General Decision Number: AR20190111 01/04/2019

Superseded General Decision Number: AR20180225

State: Arkansas

Construction Type: Residential

County: Craighead County in Arkansas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

PLUMBER.....	\$ 14.56	0.00
ROOFER.....	\$ 14.87	0.00
TILE SETTER.....	\$ 9.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.15	0.00

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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XI. SPECIAL CONDITIONS

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SC.1 GENERAL

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

SC.2 LOCATION OF PROJECT

The project is located along Patrick Street in Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct Patrick Street Sidewalk Improvements – Phase II.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be sixty (60) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

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

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

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

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility;

and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

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

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization,

and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor

shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 TESTING, INSPECTION AND CONTROL

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

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

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

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

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

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.22 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the

improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

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

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

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

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

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

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

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

RELEASE

FROM: Contractor's Name_____

Address_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

Patrick Street Sidewalk Improvements – Phase II

project.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

Patrick Street Sidewalks Improvements – Phase II

have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of _____
(\$ _____) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ____ day of _____, 20 ____, agreed to construct the Patrick Street Sidewalk Improvements – Phase II and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

Principal

ATTEST:

BY:

SEAL

Surety

ATTEST:

BY:

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

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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.

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

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

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

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

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

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

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

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials.

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

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

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

Contract Work Hours and, Safety Standards Act, as Amended



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

WH Publication 1432
(Revised April 2009)

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PUBLIC LAW 107–217—AUG. 21, 2002 [as amended¹]

An Act

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

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

SECTION 1. TITLE 40, UNITED STATES CODE.

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

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A—GENERAL

* * * *

CHAPTER 37 – CONTRACT WORK HOURS AND SAFETY STANDARDS

* * * *

Sec. 3141. Definitions

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

(b) Application.—

(1) Contracts.— This chapter applies to—

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

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

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

or the District of Columbia; and

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

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

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

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

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

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

or the District of Columbia; but

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

(3) Exceptions.—

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

(i) a contract for—

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

(II) the transmission of intelligence; or

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

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

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

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

3702. Work hours.

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

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

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

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

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

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

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

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

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

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

(b) Withholding Amounts.—

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

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

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

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

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

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

(d) Review Process.—

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

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

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

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

(e) Applicability of Other Laws.—

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

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

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

(a) Condition of Contracts.—

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

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

(b) Compliance.—

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

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

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

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

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

(c) Repeated Violations.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3705. Safety programs.

The Secretary of Labor shall—

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

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

3706. Limitations, variations, tolerances, and exemptions.

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

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

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

3708. Criminal penalties.

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

SP-4 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

§ 570.607 Employment and contracting opportunities.

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

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

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

[68 FR 56405, Sept. 30, 2003]

SP-5 NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

The National Environmental Policy Act of 1969

The National Environmental Policy Act of 1969, as amended

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

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

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

Purpose

Sec. 2 [42 USC § 4321].

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

TITLE I

CONGRESSIONAL DECLARATION OF NATIONAL ENVIRONMENTAL POLICY

Sec. 101 [42 USC § 4331].

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

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

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

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

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

Sec. 102 [42 USC § 4332].

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

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

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

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

(i) the environmental impact of the proposed action,

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 103 [42 USC § 4333].

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

Sec. 104 [42 USC § 4334].

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

Sec. 105 [42 USC § 4335].

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

TITLE II

COUNCIL ON ENVIRONMENTAL QUALITY

Sec. 201 [42 USC § 4341].

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

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

Sec. 202 [42 USC § 4342].

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

Sec. 203 [42 USC § 4343].

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

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

Sec. 204 [42 USC § 4344].

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

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

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

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

Sec. 205 [42 USC § 4345].

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

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

Sec. 206 [42 USC § 4346].

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

Sec. 207 [42 USC § 4346a].

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

Sec. 208 [42 USC § 4346b].

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

Sec. 209 [42 USC § 4347].

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

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

42 USC § 4372.

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

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

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

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

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

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

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

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

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

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

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

42 USC § 4375.


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

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

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

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

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

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

Architectural Barriers Act



Architectural Barriers Act

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

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

For more information or to file a complaint, contact:

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

SP-7 SUSPENSION AND DEBARMENT 2 CFR §200.213



Legislation Details (With Text)

File #:	RES-19:139	Version:	1	Name:	EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/23/2019	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Traffic Control Device Agreement - Highway 18 and Caraway.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE

WHEREAS, the City of Jonesboro, Arkansas, has received an Arkansas Department of Transportation Traffic Control Device Agreement; and,

WHEREAS, this Traffic Control Device Agreement is for the purposes of replacing a Traffic Control Device located at the intersection of Highway 18 and Caraway Road; and,

WHEREAS, the City of Jonesboro believes said Agreement is for the use and benefit of the City of Jonesboro and all of its residents; and,

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorizes the execution of this agreement.

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

Section 1: This Traffic Control Device Agreement is for the purpose of replacing a Traffic Control Device located at the intersection of Highway 18 and Caraway Road.

Section 2: That this Device Agreement is in the best interest of the residents of the City of Jonesboro.

Section 3: The Mayor and City Clerk are hereby authorized to execute said Traffic Control Device Agreement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL DEVICE AGREEMENT

AGREEMENT NO.: 1102

Date: 8/26/2019

Maintenance Authority: Jonesboro

Job No: 100835

DISTRICT No: 10 COUNTY: CRAIGHEAD

Street Name of primary local corridor:

Route No(s) : 18

Section: 4

Highway 18

WHEREAS,

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

WHEREAS,

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

NOW THEREFORE,

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Replace the existing traffic signal at the intersection of Highway 18 and
Caraway Road.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

Maintenance Authority:

Jonesboro

ARKANSAS DEPARTMENT
OF
TRANSPORTATION

BY _____

Title: Mayor

Trinity D. Smith

Title:

Trinity D. Smith
Engineer of Roadway Design

DATE _____

DATE 8/26/19



Legislation Details (With Text)

File #:	RES-19:140	Version:	1	Name:	AGREEMENT WITH W. WILLIAM GRAHAM JR., INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE JONESBORO INDUSTRIAL LEAD RAIL SPUR (COMMERCE ROAD RAIL GRADE CROSSING TO NESTLE RAIL GRADE CROSSING) PROJECT
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM JR., INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE JONESBORO INDUSTRIAL LEAD RAIL SPUR (COMMERCE ROAD RAIL GRADE CROSSING TO NESTLE RAIL GRADE CROSSING) PROJECT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Industrial Lead Rail Spur Agreement+.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM JR., INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE JONESBORO INDUSTRIAL LEAD RAIL SPUR (COMMERCE ROAD RAIL GRADE CROSSING TO NESTLE RAIL GRADE CROSSING) PROJECT

WHEREAS, the City of Jonesboro, Arkansas, has desires to enter into an agreement to provide professional services for the Jonesboro Industrial Lead Rail Spur project; and,

WHEREAS, the Selection Committee has determined that W. William Graham Jr., Inc., is the most qualified firm for the project; and,

WHEREAS, the firm selected for the Jonesboro Industrial Lead Rail Spur project is W. William Graham Jr., Inc.; and,

WHEREAS, W. William Graham Jr., Inc., has agreed to provide professional services for the Jonesboro Industrial Lead Rail Spur project as described in the attached agreement; and,

WHEREAS, the funding for the execution of the contract shall come from the U.S. Department of Transportation's Federal Railroad Administration (FRA) and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall accept the agreement and enter into an agreement with W. William

Graham Jr., Inc., to provide professional services for the Jonesboro Industrial Lead Rail Spur project.

Section 2. The funding for the execution of the contract shall come from the U.S. Department of Transportation's Federal Railroad Administration (FRA) and compensation shall be paid in accordance with the agreement.

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

AGREEMENT FOR ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the **CITY OF JONESBORO, AR** ("Owner"), and **W. WILLIAM GRAHAM JR., INC.** ("Consultant"), a corporation existing under the laws of the State of ARKANSAS, with principal offices at **100 N Rodney Parham Rd (ste 2B), Little Rock, AR.**

WITNESSETH:

WHEREAS, the Owner is planning to construct **IMPROVEMENTS TO THE CITY OF JONESBORO INDUSTRIAL LEAD RAIL SPUR from COMMERCE RD RAIL GRADE CROSSING to NESTLE RD RAIL GRADE CROSSING**; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

1.1. "Consultant's Representative" shall be **ROBERT B. GRAHAM**, until written notice is provided to the Owner designating a new representative.

1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$255,000.00**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.

1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.

1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure*

to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be **123.0** percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$ 155,000.00**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **2.20**.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is **\$ 100,000.00**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more

often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

PRINCIPAL ENGINEER/PROJECT MANAGER	61.02
DESIGN ENGINEER	61.26

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements

of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$ 16,012.41** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
 - 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
 - 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;

- Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The Project consists of two proposed improvement areas within the Jonesboro Industrial Park. The first area of improvement is located on the North side of the existing Industrial Lead rail between Little Bay Ditch and Nestle Road. The work will include the design of the subgrade and tracks for 2 parallel, double ended spur tracks that will allow an increase in the rail car storage capacity within the Industrial Park. There will also be a Deductive Alternate to construct the additional subgrade for 2 additional spur tracks that would only switch from the East end, adding more rail car storage capacity.

The second area of improvement is located on the South side of the existing Industrial Lead rail between Moore Road and Commerce Drive rail crossings. The existing Post Foods Facility rail spur service will be moved to the East and 2 parallel spur tracks will be constructed back to the facility for service. The switch is being moved to the East to remove the disruption of traffic on Commerce Drive crossing that is currently a major issue in the area. The Consultant will provide the design, review and construction drawings, and provide Construction Administration for the Construction Phase of the Project.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant, along with the sub-consultants, will provide the Environmental Reports that are required to be reviewed by the Federal Railroad Administration (FRA). The Design Team will prepare Geotechnical Reports that will provide recommendations to properly design the subgrade for the rail based on the soil types and conditions in the areas of improvement. The Design Team will prepare topographic and boundary surveys of the improvement areas. This will ensure that the correct property ownership is maintained, and will also provide the required site data to be used for the rail design and construction bidding documents. The Consultant will provide the Proposal, Measurement & Payment, Technical Specifications, and Geotechnical Report for the Bid Packages. The Consultant will also assist in the advertising, pre-bid meetings, and the bid letting process. After the bidding process is complete, the Consultant will provide recommendations to the City of Jonesboro for awarding contracts.

8. INFORMATION TO BE PROVIDED BY THE OWNER

The City of Jonesboro, AR shall furnish to the Consultant the Agreement, Insurance Requirements, General Conditions, and any other contractual information needed to complete the bid package and specifications that will meet the City's needs for the Project.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will prepare the Contracts to include Insurance Certificates. The Consultant will schedule and attend the pre-construction conference with Contractors that are awarded the Project. The Consultant will review the Pay Estimates provided by the Contractors and provide all Construction Administrative duties as required by the design. The Consultant and sub-consultant will make visits to the site during construction to inspect the subgrade work for materials and workmanship, and to take soil densities as required to ensure specifications are being met for the construction. Once the subgrade work is complete, the Consultant and sub-consultant will finalize the subgrade and initiate the rail work to proceed. The Consultant will make visits to the site to inspect the rail materials and construction to ensure that all specifications and construction requirements are being met. The Contractors performing the work will be responsible for their own Construction Staking. The Consultant will inspect the work to ensure the rail is being constructed according to the plans and specifications. The Consultant will not provide any as-built drawings of the construction. Once the rail work is complete, the Consultant will attend the Final Inspection with the City staff, BNSF staff, and the Contractors to close out the Project.

10. COORDINATION WITH OWNER

10.1. Throughout the Project, the Consultant shall hold *[monthly]* conferences in JONESBORO, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at

the project office of the Consultant located in 100 North Rodney Parham Rd Ste 2B, Little Rock, AR 72205 between the hours of 8 am and 5 pm, Monday thru Friday.

12. ACCESS TO PROPERTY

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

The Consultant and/or Design Team shall provide the Environmental Reports, Land Surveying documents and drawings, Geotechnical Report, Field Density Reports, Industrial Rail Spur Design Drawings & Specifications, and related Bidding Documents.

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or

remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.

15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.

15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.

15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed **by NOVEMBER 2020**, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:
- Upon Execution of the Contract, the Consultant shall authorize the Sub-Consultants to begin their work, which includes geotechnical testing, land surveying, and environmental studies. The reports are scheduled to be completed in December 2019. The Consultant will be completing and submitting the New Business Review (NBR) print to the BNSF Railroad during this time as well. In January 2020, the BNSF NBR approval should be complete as well as the recommendations for the rail subgrade design. The Consultant will submit the 30% rail construction drawings for approval to the BNSF near the end of February 2020, and the 60% rail construction drawings should be approved by the end of March 2020. The 90% rail construction drawings and the Project advertisement of bids will be in April 2020. The Project bid date will be end of April 2020, with the subgrade construction phase starting near June 1, 2020. The Consultant estimates the

total construction time being approximately 5 months, with the Final Inspection taking place by November 2020.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
 - Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims.
- 18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the

date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the

Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;

- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. **DBE CLAUSE**

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

- 33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.
- 33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1. *General Compliance with Laws*. The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement*. All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum*. The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity*. The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 34.7. *Severability*. If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:

HAROLD PERRIN, MAYOR
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

36.1.2. To the Consultant:

W. WILLIAM GRAHAM JR., INC.
Attn: MR. ROBERT B. GRAHAM
100 N. Rodney Parham Rd (Ste 2B)
Little Rock, AR 72205
Ph: (501)227-0078

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

(CONSULTANT NAME)

(OWNER'S NAME)

BY: _____
ROBERT B GRAHAM
President

BY: _____
HAROLD PERRIN
Mayor

ATTEST: _____
DONNA JACKSON
City Clerk

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS C-1 [CONSULTANT] C-2 [SUBCONSULTANT] C-3 Arkansas Highway Commission
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	GENERAL AND DETAILED SCOPE OF WORK FOR CONTROL SURVEYS, DESIGN SURVEYS, AND LAND SURVEYS

APPENDIX A
- TITLE 1 SERVICES -

ITEM	PRINCIPAL ENG/MANAGER	DESIGN ENGINEER	MILEAGE
1) Preparing Contract	8	3	300
2) Contract Review, Execution	2	2	
3) Agreements w/ Sub-Consultants	12	4	
4) Kick-off meeting w/ City of Jonesboro & FRA	8	4	300
5) Kick-off meeting w/ Sub-Consultants	16	4	300
6) On-site meetings with Sub-Consultants	32	4	1,200
7) Review/Assist on Environmental Report	12	4	
8) Survey & Topographic data review	8	8	
9) Property Purchase w/ City staff	8	4	300
10) Geotech Report review & discussion	8	4	
11) Meetings w/ Rail Users	32	4	1,200
12) Meetings w/ BNSF RR and FRA	24		900
13) NBR Print (BNSF)	16	24	300
14) Rail Design/Plans (30%, 60%, 90%)	32	80	600
15) Utility adjustments	16	4	300
16) Plan Review (BNSF, FRA, City of Jonesboro)	32	32	
17) Prepare Bid Package	40	40	
18) Review Bid Package w/ City of Jonesboro	8		300
19) Pre-bid meeting	8		300
20) Contractor Bid Questions & Clarifications	24	12	
21) Bid Letting Process	8		300
22) Check Bids, Recommendation Letter	8	4	
	362	241	6,600

APPENDIX A
- TITLE 1 SERVICES -

Cont.

Principal Engineer	362 hr * 61.02	\$ 22,089.24
Design Engineer	241 hr * 61.26	\$ 14,763.66
	<i>SUBTOTAL</i>	\$ 36,852.29
Payroll Expenses	(23% of subtotal)	\$ 8,476.03
	<i>SUBTOTAL</i>	\$ 45,328.32
Overhead	(97% of subtotal)	\$ 43,968.47
	TOTAL	\$ 89,296.69
Supplies		\$ 250.00
Printing		\$ 500.00
Mileage	6,600 * 0.58	\$ 3,828.00
NEPA Report/Study		\$ 20,877.00
Geotech Report/Study		\$ 3,735.00
Land surveying		\$ 14,950.00
	<i>SUBTOTAL</i>	\$ 133,436.79
Fixed Fee Profit	(12% of subtotal)	\$ 16,012.41
	TOTAL	\$ 149,449.20
	NOT TO EXCEED	\$ 155,000.00

APPENDIX A
- TITLE II SERVICES -

ITEM	PRINCIPAL ENG/MANAGER	DESIGN ENGINEER	MILEAGE
1) Award of Bid	4		
2) Contract Preperation	8	8	
3) Pre-Construction Meeting	8		300
4) Onsite meeting w/ sub-consultants	8	4	300
5) Site visits during Subgrade construction	120		4,500
6) Contract Administration	24	24	
7) Subgrade Final Inspection/docs	8		300
8) Site visits during Rail construction	80		3,000
9) Contract Administration	16	24	
10) Final inspection w/ BNSF RR, and FRA	8		300
11) Final inspection w/ City	8		300
12) As-built inspection	8	40	
	300	100	9,000

- Construction-

Principal Engineer	300 hr * 61.02	\$ 18,306.00
Design Engineer	100 hr * 61.26	\$ 6,126.00
	<i>SUBTOTAL</i>	\$ 24,432.00
Payroll Expenses	(23% of subtotal)	\$ 5,619.36
	<i>SUBTOTAL</i>	\$ 30,051.36
Overhead	(97% of subtotal)	\$ 29,149.82
	TOTAL	\$ 59,201.18
Supplies		\$ 200.00
Printing		\$ 200.00
Mileage	9,000 * 0.58	\$ 5,220.00
Geotech Services		\$ 19,414.00
	<i>SUBTOTAL</i>	\$ 84,235.18
Fixed Fee Profit	(12% of subtotal)	\$ 10,108.22
	TOTAL	\$ 94,343.40
	NOT TO EXCEED	\$ 100,000.00

APPENDIX B1

SUBCONSULTANT AGREEMENT

JOB NO. _____

FEDERAL AID PROJECT ("FAP") NO. _____

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the **CITY OF JONESBORO, AR** ("Owner") for Job No. _____, dated _____, **W. WILLIAM GRAHAM JR., INC.** ("Consultant") and **CRAFTON TULL** ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

Environmental Schedule for Federal Railroad Administration (FRA) Catagorical Exclusion documentation.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Exhibit "A" – Fee estimate

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.

- 6.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 7.5. *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to

discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 9.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities as may be determined by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may

result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 11.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 11.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 11.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 12.1. The Subconsultant (**Crafton Tull**) certifies, to the best of its knowledge and belief, that—
- 12.1.1. The Subconsultant and any of its Principals (**Mr. Jerry Kelso**) —
- 12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
- 12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 12.1.1.2; and,
- 12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or

fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

12.4. The certification in subsection 12.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. NOTICE

13.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

13.1.1. To the Subconsultant:

**CRAFTON TULL
Att: Mr. Jerry Kelso
10825 Financial Centre Parkway (Suite 300)
Little Rock, AR 72211
(501)664-3245**

13.1.2. To the Consultant:

**W. WILLIAM GRAHAM JR., INC.
100 N. Rodney Parham Rd (Suite 2B)
Little Rock, AR 72205
(501)227-0078**

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

(CONSULTANT NAME)

(SUBCONSULTANT NAME)

BY: _____
Robert B. Graham
President

BY: _____
Jerry Kelso
Executive Vice President

Proposed Environmental Schedule for FRA Categorical Exclusion

Date	Description
10/15/2019	Crafton Tull starts field work
11/5/2019	Crafton Tull submits reports developed based on field work to Client and FRA
11/19/2019	Client and FRA sends comments on reports back to Crafton Tull
12/3/2019	Crafton Tull responds to Client's and FRA's comments
12/10/2019	Crafton Tull submits reports developed based on field work to regulatory agencies.
12/12/2019	Public Involvement Meeting
2/10/2020	Estimated date of comments from regulatory agencies
3/2/2020	Crafton Tull submits draft of Categorical Exclusion to Client and FRA
3/23/2020	Client and FRA sends comments on draft of Categorical Exclusion
3/30/2020	Crafton Tull responds to comments on draft of Categorical Exclusion
4/6/2020	Crafton Tull submits final draft of Categorical Exclusion to Client for FRA approval
4/20/2020	Categorical Exclusion approved by FRA
4/27/2020	Final design and right-of-way acquisition can begin

**EXHIBIT A
FEE ESTIMATE
FRA Categorical Exclusion - Jonesboro, AR
Crafton, Tull & Associates, Inc.**



September 9, 2019

PROJECT SUMMARY

LABOR - ENVIRONMENTAL	HRS	Rate (\$)	TOTAL (\$/hr)
Background Research			
Desktop Review	2	\$85.00	\$170.00
Agency Contacts/Coordination	4	\$85.00	\$340.00
Site Visit Preparation	2	\$85.00	\$170.00
Field Investigation			
Travel (round trip)	11	\$85.00	\$935.00
Site Visit	8	\$85.00	\$680.00
Biological Investigations			
Prepare Wetland Delineation Report Draft	20	\$85.00	\$1,700.00
Revise Draft Wetland Delineation Report per City and FRA comments	1	\$85.00	\$85.00
Submit Final Wetland Delineation Report to City and FRA	1	\$85.00	\$85.00
Section 404 Permit Application (IF REQUIRED)	4	\$85.00	\$340.00
USFWS T&E Approval Coordination	4	\$85.00	\$340.00
Cultural and Historic			
Tribal coordination through FRA	6	\$85.00	\$510.00
Subconsultant (Flat Earth Archaeology)	1	\$6,000.00	\$6,000.00
Hazardous/Regulated Materials			
	4	\$85.00	\$340.00
Miscellaneous			
Air Quality	1	\$85.00	\$85.00
Noise Quality	2	\$85.00	\$170.00
Hazardous Materials	2	\$85.00	\$170.00
Water Quality, including Public Drinking Supplies	1	\$85.00	\$85.00
Farmland	1	\$85.00	\$85.00
Land use and Land Cover	1	\$85.00	\$85.00
Migratory Birds	2	\$85.00	\$170.00
Terrestrial and Aquatic Communities	2	\$85.00	\$170.00
Endangered and Threatened Species	2	\$85.00	\$170.00
Economic	1	\$85.00	\$85.00
Community	1	\$85.00	\$85.00
Relocations	1	\$85.00	\$85.00
Environmental Justic and Title VI	1	\$85.00	\$85.00
Recreational Areas	1	\$85.00	\$85.00
Visual	1	\$85.00	\$85.00
Section 4(f) and 6(f)	1	\$85.00	\$85.00
Secondary and Cumulative Impacts	4	\$85.00	\$340.00
Environmental Documentation			
Prepare environmental document	20	\$85.00	\$1,700.00
Submit draft CE document to City and FRA	1	\$85.00	\$85.00
Revise CE document per City and FRA comments	4	\$85.00	\$340.00
Submit final CE document to City and FRA	1	\$85.00	\$85.00
Environmental Constraints Map			
	6	\$85.00	\$510.00
Public Involvement Meeting			
Travel (round trip)	11	\$85.00	\$935.00
Public Hearing	4	\$85.00	\$340.00

Coordination

Project Coordination (General)	4	\$85.00	\$340.00
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Quality Control (Senior Environmental Scientist)

Document Review	8	\$185.00	\$1,480.00
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Sub-Total Labor - Design Phase

	152		\$19,635.00
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DIRECT EXPENSES - ENVIRONMENTAL

	QTY	Rate (\$)	TOTAL (\$/QTY)
Mileage (1 Site Investigation, 1 Public Meeting)	1,300	\$0.55	\$822.25
Lodging (two overnight stays)	2	\$110.00	\$253.00
Meals	6	\$20.00	\$138.00
Supplies	1	\$25.00	\$28.75
Sub-Total Direct Expenses - Environmental			\$1,242.00

TOTAL ENVIRONMENTAL**\$20,877.00**



Flat Earth Archeology, LLC

117 Financial Drive Cabot, AR 72023
(501) 286-7124 – office
(501) 593-0609 – cell
Website: FlatEarthArcheology.com
Email: chrisb@flateartharcheology.com

September 10, 2019

Eric Fuselier, CNRP
Crafton Tull
901 N. 47th Street, Suite 200
Rogers, AR 72756

RE: Cultural Resources Survey for FRA Categorical Exclusion for the City of Jonesboro in Craighead County, Arkansas

Mr. Fuselier:

This quote is submitted in relation to your request for a cultural resources survey of the above referenced undertaking. I have examined the maps provided. Flat Earth Archeology can conduct a Phase I archeological survey covering the two project areas as identified on the maps, equaling roughly 20-acres in Jonesboro, Arkansas. To achieve this, a pedestrian survey will be performed utilizing shovel test excavations to identify and assess the status of any cultural deposits inside the project areas. All work will conform to the standards set for the state of Arkansas which are described in *A State Plan for the Conservation of Archeological Resources in Arkansas* (Davis, ed. 1982, amended 2010) and the standards set by the U.S. Secretary of Interior's Standards and Guidelines for Archeological and Historic Preservation.

Background research and fieldwork can begin immediately after the receipt of the signed contract and/or written notice to proceed. Fieldwork will take a crew of archeologists roughly two to three days to complete depending on field conditions and if cultural resources are identified.

Flat Earth Archeology will write and submit the cultural resources report within 15 business days from the completion of fieldwork. The report will include information on any archeological sites identified and recommendations for the proposed project to be in compliance with federal and state regulations regarding cultural resources. The exact locations of any significant prehistoric or history archeological sites found will be supplied to you and your representatives for planning purposes only, with the stipulation that their locations will not be part of any document released to the public.

Three hard copies of the report will be sent to you (along with a digital version). You will need to disseminate copies of the report to the appropriate federal or state agency for review. Two required hard copies of the final report will be sent by Flat Earth Archeology

to the Arkansas Archeological Survey in Fayetteville for the state archives along with any artifacts recovered during the project for permanent curation.

You will need to provide maps (if necessary) of the proposed project to Flat Earth Archeology and notify us of any changes to the project area prior to fieldwork. You or your representative will obtain necessary permission for access to all property. We will not investigate areas where landowner permission is denied.

The cost estimate of the cultural resources work includes:

- cultural resources survey
- archeological site boundary documentation related to your project
- forms and preliminary assessments
- project paperwork
- Request for Technical Assistance (RTA) on historical structures (if needed)
- historical research
- laboratory analysis of artifacts
- permanent curation of any artifacts recovered during fieldwork at the University of Arkansas Collections Facility and payment of their associated fees
- production of the written report for the project and recommendations
- minimum of six hard copies of the final report (a digital version can be supplied to all parties also)

The cost of this cultural resources project is a fixed rate of \$6,000.00. A supplemental agreement will be needed if any additional items (such as Phase II significance testing, deep trenching, removal of cultural features, monitoring . . . etc.) are requested by you. The invoice will be sent upon completion and submittal of the report. Payment should be received within 60 days of receipt of the invoice. If additional archeological work (i.e. Phase II site testing or Phase III site mitigation) is required by the SHPO, a separate contract can be negotiated for that work.

Thank you for giving us the opportunity to assist you with your cultural resources needs.

Sincerely,

A handwritten signature in cursive script that reads "Chris Branam". The signature is written in black ink and is positioned above the printed name.

Chris Branam, RPA

APPENDIX B2

SUBCONSULTANT AGREEMENT

JOB NO. _____

FEDERAL AID PROJECT ("FAP") NO. _____

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the **CITY OF JONESBORO, AR** ("Owner") for Job No. _____, dated _____, **W. WILLIAM GRAHAM JR., INC.** ("Consultant") and **ANDERSON ENGINEERING CONSULTANTS, INC** ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

Geotechnical Engineering Services for the Project including soils investigation and report, quality control and testing of construction.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Exhibit "A" – Proposal for Geotechnical Services

- TITLE I \$ 3,735.00
- TITLE II \$ 19,414.00

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. **RECORDS & AUDITS**

- 6.7. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.8. *Examination.* The Subconsultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.9. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.

- 6.10. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.11. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.12. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.12.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 6.12.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 7.5. *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the

Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference

and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 9.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities as may be determined by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The

Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 11.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 11.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 11.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 12.1. The Subconsultant (**Anderson Engineering Consultants, INC**) certifies, to the best of its knowledge and belief, that—
 - 12.1.1. The Subconsultant and any of its Principals (**Mr. Stuart Scheiderer**) —
 - 12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 12.1.1.2; and,
 - 12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

- 12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 12.4. The certification in subsection 12.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. NOTICE

- 13.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

13.1.1. To the Subconsultant:

ANDERSON ENGINEERING CONSULTANTS, INC
Att: Mr. Stuart Scheiderer
10205 Rockwood Road
Little Rock, AR 72204
(501)455-4545

13.1.2. To the Consultant:

W. WILLIAM GRAHAM JR., INC.
100 N. Rodney Parham Rd (Suite 2B)
Little Rock, AR 72205
(501)227-0078

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

(CONSULTANT NAME)

(SUBCONSULTANT NAME)

BY: _____
 ROBERT B. GRAHAM
 President

BY: _____
 Stuart Scheiderer
 Vice President



ANDERSON ENGINEERING CONSULTANTS, INC.

10205 W ROCKWOOD ROAD
LITTLE ROCK, AR 72204
(501) 455-4545

3217 NEIL CIRCLE
JONESBORO, AR 72401
(870) 932-3700

620 E 3RD STREET
HOPE, AR 71801
(501) 515-4654

September 11, 2019

Mr. Robert Graham, P.E.
W. William Graham Jr, Inc.
100 North Rodney Parham Road, Suite 2B
Little Rock, Arkansas 72205

Proposal No. 19312

Email: wwg-eng@swbell.net

Re: Proposal for Geotechnical Services
Proposed Jonesboro Industrial Lead Rail Expansion
Jonesboro, Arkansas

Dear Mr. Graham:

Anderson Engineering Consultants, Inc. (AECI), is pleased to submit this proposal for geotechnical engineering services for the referenced project. In order to expedite our services and to better define the project specific recommendations, the client is requested to provide any project development data that is currently available. This would typically include; site plan or sketch showing building/pavement areas, site boundary survey with topographic map, finished floor/grade elevations, and typical column/wall loads. The following then, represents the scope of services requested by client to obtain the necessary geotechnical engineering data for the proposed project.

I. Geotechnical Engineering Investigation and Report

Our services for the proposed project will include the drilling and sampling of six (6) borings to a depth of 15.0 feet or to auger refusal within the proposed rail line. Based on these borings, any laboratory testing required will be performed to support the engineering analyses. The report will include the pertinent foundation design criteria including settlement and bearing capacity, swell and shrinkage potential of the overburden soil, suitability of the on-site soil for use as fill, flexible and rigid pavement designs and other pertinent geotechnical design recommendations. Unless otherwise specified by client, an electronic copy of the report will be provided to the client.

Lump Sum Fee \$3,735.00

II. Additional Services

- A) Should site access assistance be required to reach the boring locations (i.e. dozer, wrecker, or brush clearing), then our cost + 15% will be added to our fee.
- B) Should soft or otherwise unusual soil conditions be encountered at the site, then additional depth or borings may be required. In this case, an additional drilling/sampling fee of \$20.00 per foot will be added to our fee.
- C) Should changes occur in the nature, layout, or architectural aspect for the project which requires additional fieldwork or consultation by AECI, these services will be billed per the AECI 2019 Unit Rate Schedule in addition to the lump sum fee given above.

In any case, the client will be notified prior to additional work being performed, for approval.



Mr. Robert Graham, P.E.
W. William Graham Jr, Inc.
Page 2, 09/11/19

III. Schedule

Based upon our current schedule of ongoing projects, we estimate completion of this project within four (4) to six (6) weeks of receipt of a signed copy of this agreement. However, advance design information will be forwarded as soon as possible upon completion of drilling operations. This schedule is dependent on weather, holidays, receipt of project information from client, and project site conditions beyond our control. The client should contact this firm if a more specific schedule is needed.

Our firm provides Phase I Environmental assessments in accordance with ASTM standards. We would be pleased to discuss this service with you should it be required. Additionally, our firm also has the personnel and equipment to provide monitoring and materials testing during construction. When appropriate, we would be happy to develop a unit rate or lump sum cost for the services you may need during construction.

If this proposal including the attached terms and conditions is acceptable, please sign below, which will make this document our contract, then return it to our office as soon as possible. In the meantime, if you have any questions about this proposal, please contact us at your convenience.

Very truly yours,

ANDERSON ENGINEERING CONSULTANTS, INC.

Stuart M. Scheiderer, R.E.P., P.E.
Vice President/Senior Geotechnical Engineer

SMS/msk
19312.PRO

Enclosures – Terms and Conditions

AUTHORIZATION

Signature

Company

Printed Name

Date

NOTE: If this proposal is not accepted within 30 days of its receipt, AECI should be contacted to verify costs and time schedules.

PROPOSAL FOR QUALITY CONTROL TESTING SERVICES

Page 1 of 1

Date: 9/18/2019

Proposal No.: 19328

PROJECT:

Jonesboro Industrial Lead Rail Expansion

Jonesboro, Arkansas

CLIENT:

W. William Graham Jr., Inc.

100 North Rodney Parham Road, Suite 2B

Little Rock, Arkansas 72205

Attention: Mr. Robert Graham, P. E.

wwg-eng@swbell.net

Based on conversations with the client, routine quality control testing of construction materials is anticipated for this project. For estimating purposes, the price for a 'trip' is inclusive of travel time portal to portal, mileage (approximately 10 miles roundtrip) and rental charge for nuclear density gauge. One trip will encompass approximately 5 hours of technician time. The project is reportedly to last 16 weeks with 3 to 4 trips per week.

Site Preparation/Earthwork

- | | |
|---|-------------|
| - Engineering technician to perform field density tests of fill placed on a 'call-out' basis.
(56 trips @ \$306.50/trip) | \$17,164.00 |
| - Perform Proctor testing of fill materials used for the project (estimate 5 @ \$450/each) | \$2,250.00 |

Total Estimated Fee for Services = \$19,414.00

Notes:

1. Only actual technician times and quantities performed will be invoiced at applicable Unit Rates. Quantities indicated herein are estimated and based on previous experience on projects of similar size.
2. Testing will be performed on a 'call-out' basis andy only at times scheduled by the client's appointed designee. Testing should be scheduled 24 hours prior.
3. AECl not responsible for line and grade.
4. A copy of plans and specifications should be provided electronically for our use.
5. The fees indicated herein are based on Special Inspection technician rates.
6. Client is requested to provide a distribution list for parties who need copies of reports.

Provided by:



Stuart M. Scheiderer, R.E.P., P. E.

Vice-President

Accepted by:

(signature)

(printed)

(title)

(company)

Attachments: 2018 Unit Rates, Terms and Conditions



TERMS & CONDITIONS FOR GEOTECHNICAL SERVICES

I) Definition of Client

As described herein, the Client is defined as that entity or body whom has authorized services by Consultant and accepts these terms and conditions, including payment of fees.

II) Reliance

The services, information, and other data required by this Agreement to be furnished by the Client shall be at the Client's expense, and the Consultant may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

III) Assignment

Neither party to this agreement shall transfer, sublet, or assign any rights in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

IV) Authorized Access to Property

The client shall be fully responsible for obtaining the necessary authorizations to allow the Consultant, its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by the Consultant. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur and the Client agrees to assume responsibility for such unavoidable damage or alteration.

V) Discovery of Unanticipated Pollutants

If, while performing the services, pollutants are discovered that pose unanticipated risks (i.e. hazardous waste, explosives, or methane gas), it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. In the event that the Agreement is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Consultant shall be paid for the total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, and additional labor or reimbursable charges incurred in demobilizing.

VI) Preservation of Utilities

Consultant will strive to preserve all utilities or underground structures at the site. However, Consultant will not be responsible for damage or repair to utilities when they are unknown or not properly identified on drawings or plans provided by Client.

VII) Professional Practice

Consultant agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. It should be understood by Client that geological conditions are random and variable and are affected by time, weather, and man influenced conditions. Consultant will be responsible for our interpretations of geologic conditions and consequent recommendations, but shall not be responsible for interpretation by third parties. Additionally, Consultant's services shall not be subject to any express or implied warranties whatsoever.

VIII) Responsibility

Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, failure to perform, or breach of contract shall not exceed the total amount paid by the Client for the services of the Consultant under this contract or \$25,000.00, whichever is lesser. Should Client desire not to limit Consultant's responsibility in this manner, Consultant will agree to waive this clause upon receipt of Client's written request with return of this signed contract. In consideration for this waiver, Client agrees to pay an additional 5% of the agreed consulting fee or \$1,000.00, whichever is higher.

IX) Unavoidable Delays

Client should understand that unavoidable delays in completion of the work may occur due to factors such as; weather, poor site conditions, and holidays. Consultant agrees to notify Client of such delays as soon as they become known.

X) Disposition of Samples

All samples obtained from the investigation at the project site will be stored for a period of 30 days from date of issue of the report. Should Client desire to extend this date, Consultant will require prior written authorization and storage costs will be invoiced on a monthly basis.

XI) Ownership of Documents

Reports, recommendations, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement; any reuse by Client for purposes outside of this Agreement or any failure to follow consultant's recommendations, without Consultant's written verification, adaptation, and permission, shall be at the user's sole risk and Client shall indemnify and hold Consultant harmless for any loss or expense to Consultant arising out of reuse or misuse. All reports, field notes, calculations, and other documents including any information on electronic media which are prepared as instruments of service, shall remain Consultant's property and Consultant shall retain copyrights to these materials. Consultant will retain all pertinent records relating to services performed for a period of three years following submission of a report, during which period the records will be made available to Client at all reasonable times.

XII) Governance

The laws of the State of Arkansas will govern the validity of this Agreement, its interpretation, and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

XIII) Payment for Services

The consultant shall submit individual invoices at completion of work or monthly statements to the Client or Client's representative for services performed during the 30 day period. Client's representative shall pay or review and forward invoice to Client for payment within 5 days of receipt of invoice. The Client shall then promptly review the Consultant's invoices and payment shall be due thereon within fifteen days of receipt thereof. If either party disputes any amounts invoiced, the Client shall give the Consultant prompt written notice thereof, including the item or items disputed and the basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein.

XIII) Insurance

The Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the states having jurisdiction over Consultant's employees who are engaged in the services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence/\$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 BI & PD); and (iv) professional liability insurance (\$1,000,000 claim/agg). Certificates of insurance will be provided upon request.

XV) Termination

Either party may terminate this Agreement or the services upon written notice to the other. Consultant shall be paid costs incurred and fees earned to the date of termination.

APPENDIX B3

SUBCONSULTANT AGREEMENT

JOB NO. _____

FEDERAL AID PROJECT ("FAP") NO. _____

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the **CITY OF JONESBORO, AR** ("Owner") for Job No. _____, dated _____, _____, **W. WILLIAM GRAHAM JR., INC.** ("Consultant") and **ASSOCIATED ENGINEERING, LLC** ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

Land Surveying Services for the Project including boundary surveying and topographic surveying of the Project areas as required.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Exhibit "A" – Proposal for Land Surveying Services
- TITLE I \$ 14,950.00

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this

Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

6.13. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6.14. *Examination.* The Subconsultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.

6.15. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

- 6.16. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.17. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.18. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.18.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 6.18.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 7.5. *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the

Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference

and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 9.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities as may be determined by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The

Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 11.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 11.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 11.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 12.1. The Subconsultant (**Associated Engineering, LLC**) certifies, to the best of its knowledge and belief, that—
 - 12.1.1. The Subconsultant and any of its Principals (**Mr. John Easley**) —
 - 12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 12.1.1.2; and,
 - 12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

- 12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 12.4. The certification in subsection 12.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. NOTICE

- 13.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

13.1.1. To the Subconsultant:

**ASSOCIATED ENGINEERING, LLC
Att: Mr. John Easley
103 South Church Street
Jonesboro, AR 72403
(870)932-3594**

13.1.2. To the Consultant:

**W. WILLIAM GRAHAM JR., INC.
100 N. Rodney Parham Rd (Suite 2B)
Little Rock, AR 72205
(501)227-0078**

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

(CONSULTANT NAME)

(SUBCONSULTANT NAME)

BY: _____
ROBERT B. GRAHAM
President

BY: _____
John Easley
Managing Member

Associated Engineering and Testing, LLC

P.O. Box 1462 - Jonesboro, AR 72403 - Phone (870) 932-3594 - FAX (870) 935-1263

Job Name:		RR Ext Alt 1		
Design Topo				
Task	Position	Man Hours	Rate	Amount
Recon & Tie-in/Traverse control	3-man Field Crew	3.00 hrs	\$ 145.00/hr	\$435.00
Establish benchmark.	3-man Field Crew	4.00 hrs	\$ 145.00/hr	\$580.00
Topographic survey	3-man Field Crew	30.00 hrs	\$ 145.00/hr	\$4,350.00
Prepare boundary/ topo drawing	Cad drafting	30.00 hrs	\$ 65.00/hr	\$1,950.00
Check drawing/write description	Registered Surveyor	1.00 hrs	\$ 80.00/hr	\$80.00
Calculations/Setup	Registered Surveyor	1.00 hrs	\$ 80.00/hr	\$80.00
			Sub-Total	\$7,475.00
Job Name:		RR Ext Alt 2		
Design Topo				
Task	Position	Man Hours	Rate	Amount
Recon & Tie-in/Traverse control	3-man Field Crew	3.00 hrs	\$ 145.00/hr	\$435.00
Establish benchmark.	3-man Field Crew	4.00 hrs	\$ 145.00/hr	\$580.00
Topographic survey	3-man Field Crew	30.00 hrs	\$ 145.00/hr	\$4,350.00
Prepare boundary/ topo drawing	Cad drafting	30.00 hrs	\$ 65.00/hr	\$1,950.00
Check drawing/write description	Registered Surveyor	1.00 hrs	\$ 80.00/hr	\$80.00
Calculations/Setup	Registered Surveyor	1.00 hrs	\$ 80.00/hr	\$80.00
			Sub-Total	\$7,475.00
			Total	\$14,950.00

APPENDIX C (C-1)

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, **ROBERT B. GRAHAM**, am the **PRESIDENT** and duly authorized representative of the firm of **W. WILLIAM GRAHAM JR., INC.** whose headquarters address is **100 N. Rodney Parham Rd (Ste 2B), Little Rock, AR 72205**, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

W. WILLIAM GRAHAM JR., INC. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to **Robert Graham** (ADA/504/Title VI Coordinator), **100 N. Rodney Parham Rd. (Ste 2B), Little Rock, AR 72205 ph.(501)227-0078** (Voice/TTY 711), or , the following email address: **wwg_eng@swbell.net**

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Authorized Firm Representative

Date

APPENDIX C (C-2)

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, _____, am the _____ and duly authorized representative of the firm of _____ whose headquarters address is _____, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed. except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 9 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

[Provided by Consultant/Subconsultant. A sample is shown below.]

The _____ ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to _____ (ADA/504/Title VI Coordinator), _____, (Voice/TTY 711), or , the following email address: _____.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Authorized Firm Representative

Date

APPENDIX C (C-3)

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

HAROLD PERRIN
Mayor – City of Jonesboro, AR



Legislation Details (With Text)

File #: RES-19:141 **Version:** 1 **Name:** TRANSFER PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS, TO CITY WATER AND LIGHT (CWL), A PUBLIC ENTITY

Type: Resolution **Status:** To Be Introduced

File created: 9/25/2019 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS, TO CITY WATER AND LIGHT (CWL), A PUBLIC ENTITY

Sponsors: Engineering

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS, TO CITY WATER AND LIGHT (CWL), A PUBLIC ENTITY
 WHEREAS, the City of Jonesboro owns the property located at 5713 East Nettleton Avenue; and,

WHEREAS, the property was purchased through a FEMA Hazard Mitigation Grant and is deed restricted in accordance with that agreement; and,

WHEREAS, CWL owns property located on the west side of said property and has desires to acquire this property as a buffer for its facilities; and,

WHEREAS, the Hazard Mitigation Grant agreement allows transfer to other public entities, the City of Jonesboro desires to transfer ownership; and,

WHEREAS, CWL is aware of deed restrictions on the property; and,

WHEREAS, this transfer is beneficial to all parties,

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

Section 1. The Mayor and City Clerk are hereby authorized to execute the documents necessary to complete this property transfer.



Legislation Details (With Text)

File #:	RES-19:142	Version:	1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER, PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER, PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL				
Sponsors:	Code Enforcement				
Indexes:	Property liens				
Code sections:					
Attachments:	Affidavit of Statutory Lien - 409 North Fisher.pdf Scan0058.jpg Scan0059.jpg Scan0060.jpg Scan0061.jpg Scan0062.jpg Scan0063.jpg Scan0064.jpg Scan0065.jpg Scan0066.jpg Scan0067.jpg Scan0068.jpg Scan0069.jpg				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER, PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL
LEGAL DESCRIPTION: Lot 14, Block “D” of Burritt’s Addition to the City of Jonesboro, Craighead County, Arkansas 72401.

WHEREAS, Joshua Gambill, the owner of record, was properly notified of a code violation at 409 North Fisher, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$205.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the

work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 409 North Fisher, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Joshua Gambill, at 3136 Johnston St, LaFayette, LA 70503. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-19-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 409 North Fisher, Jonesboro, AR 72401

Legal Description: Lot 14, Block “D” of Burritt’s Addition to the City of Jonesboro, Craighead County, Arkansas.

Parcel Number: 01-144181-10500

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$165.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER,
PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL.**

LEGAL DESCRIPTION: Lot 14, Block "D" of Burritt's Addition to the City of Jonesboro, Craighead County, Arkansas 72401.

WHEREAS, Joshua Gambill, the owner of record, was properly notified of a code violation at 409 North Fisher, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$205.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 409 North Fisher, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Joshua Gambill, at 3136 Johnston St, LaFayette, LA 70503. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-19-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 409 North Fisher, Jonesboro, AR 72401

Legal Description: Lot 14, Block "D" of Burritt's Addition to the City of Jonesboro, Craighead County, Arkansas.

Parcel Number: 01-144181-10500

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of \$165.00 to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

My Commission Expires:

Notary Public



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Joshua Hamblill

3126 Johnston St.

Lafayette, LA 70503

RE: 409 N. Fisher St, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of June, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of June, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23

6/3/2019

City of Jonesboro: Code Enforcement Case Details



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/03/2019

TO: Joshua Gambill
3136 Johnston Street
Lafayette, LA 70503
Home: 337-453-6053

In regards to property located at 409 N FISHER ST
JONESBORO, AR 72401 .

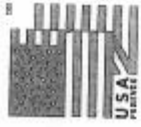
Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 6-12-19. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section __Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer



Joshua Gambali
3136 Johnson St
Lafayette, LA 70503

City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AL 36863



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Send to: Joshua Gambill
3136 Johnston St
Lafayette, LA 70503

City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403

ANIK



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

CERTIFIED MAIL



7019 0160 0000 8545 1702

Joshua Gambill
3136 Johnston St
Lafayette, LA 70503

MIKE 708 DE 1

RETURN TO SENDER
 ATTEMPTED - NOT RECVN
 UNABLE TO FORWARD

ANIK
79509992425C0

BC: 72403184545 41047-09089-05-44



USA 1 DOLLAR



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 6-19-2019

To: Tosha Moss

Property Address: Parcel# 01-144181-10500
409 N Fisher
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Joshua Gambill
3136 Johnson Street
Lafayette, LA 70503

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 50.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 165.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Joshua Sambrill
3136 Johnson St.
Lafayette, LA 70503

RE: 409 N. Fisher, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23



DATE	INVOICE NO
6/6/2019	0060302

BILL TO
Joshua Gambill 3136 Johnson St Lafayette, LA 70503

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						520.00
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Mowing	1.00	90.00	90.00	0.00	0.00	90.00
INVOICE TOTAL:			205.00	0.00	0.00	205.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-004.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Joshua Gambill
Customer No: 019664
Account No: 0034969 - Mowing Acct #01-144181-10500 409 N Fisher

DUE DATE	INVOICE NO
6/30/2019	0060302

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 205.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 725.00

INVOICE BALANCE: \$205.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Joshua Gambill
3136 Johnson St.
Lafayette, LA 70503

7019 0160 0000 8545 0170

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To
 Payton Hamill
 5136 Johnson St.
 Jonesboro, LA 70503



City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403

RETURN RECEIPT
REQUESTED

CERTIFIED MAIL



7019 0160 0000 8545 0170

Joshua Gambill
 3136 Johnson St.
 Lafayette, LA

RETURN TO SENDER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTXEE 798 FE 1 0067/20/13
 RC: 72403184545 *0247-89364-05-42



Handwritten initials

7055337425



Legislation Details (With Text)

File #:	RES-19:144	Version:	1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET, PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET, PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS				
Sponsors:	Code Enforcement				
Indexes:	Property liens				
Code sections:					
Attachments:	Affidavit of Statutory Lien -309 Second St.pdf Scan0099.jpg Scan0100.jpg Scan0101.jpg Scan0102.jpg Scan0103.jpg Scan0104.jpg Scan0105.jpg Scan0106.jpg Scan0107.jpg Scan0108.jpg Scan0109.jpg Scan0110.jpg				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET, PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS

LEGAL DESCRIPTION: Lot 98 of the Northwest Addition to the City of Jonesboro, Craighead County, Arkansas.

WHEREAS, JOHNNY MEADOWS, the owner of record, was properly notified of a code violation at 309 Second Street, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$185.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the

work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 309 Second Street, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Johnny Meadows, at 309 Second St., Jonesboro, AR 72401. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-18-2019	Mowing & Clean Up	13:053	\$185.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 309 Second, Jonesboro, AR 72401

Legal Description: Lot 98 of the Northwest Addition to the City of Jonesboro, Craighead County, Arkansas.

Parcel Number: 01-144182-17700

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$185.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET,
PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS**

LEGAL DESCRIPTION: Lot 98 of the Northwest Addition to the City of Jonesboro, Craighead County, Arkansas.

WHEREAS, JOHNNY MEADOWS, the owner of record, was properly notified of a code violation at 309 Second Street, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$185.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 309 Second Street, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Johnny Meadows, at 309 Second St., Jonesboro, AR 72401. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-18-2019	Mowing & Clean Up	13:053	\$185.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 309 Second, Jonesboro, AR 72401

Legal Description: Lot 98 of the Northwest Addition to the City of Jonesboro, Craighead County, Arkansas,

Parcel Number: 01-144182-17700

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of \$185.00 to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Johnny Meadows
309 Second St
Jonesboro, AR 72401

RE: 309 Second St, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of June, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of June, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/03/2019

TO: Johnny Meadows

309 Second St.
Jonesboro, AR 72401

In regards to property located at 309 SECOND ST
JONESBORO, AR 72401 .

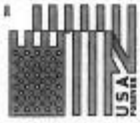
Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 6-12-19. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section __Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Johnny Meadows
309 Second St
Jonesboro, AR 72401

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 Adult Signature Required \$ 3.00 (Optional)
 Restricted Delivery \$ 3.00 (Optional)

Postage Here

Total Postage and Fees



To: *Johny Mcclaw*
301 Second St
Jonesboro AR 72401



City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403

CERTIFIED MAIL



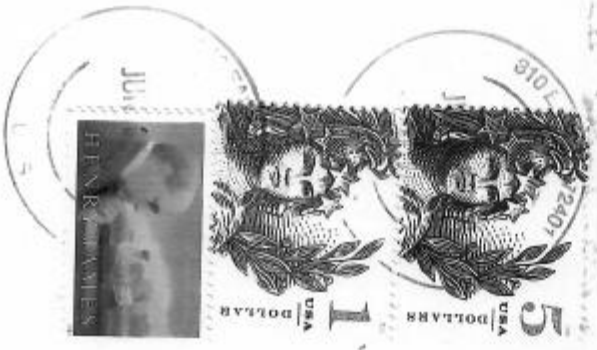
8-11-19
11-1-19
11-1-19
-R-I-S-

72401-RFS-1N 06/08/19

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
RETURN TO SENDER



RFS





CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 6-18-2019

To: Becky Sharp

Property Address: 309 N Second Parcel# 01-144182-17700
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Johnny Meadows
PO Box 16946
Jonesboro, Ar 72403

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 70.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 185.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Johnny Meadows

P.O. Box 16946

Jonesboro, AR 72403

RE: 2nd St, parcel 01-144182-17700
Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23



DATE	INVOICE NO
6/18/2019	0060292

BILL TO
Johnny Meadows PO Box 16946 Jonesboro, AR 72403

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						315.00
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Mowing	1.00	70.00	70.00	0.00	0.00	70.00
INVOICE TOTAL:			185.00	0.00	0.00	185.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/30/2019	0060292

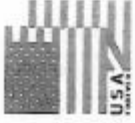
Customer Name: Johnny Meadows
Customer No: 019524
Account No: 0034929 - Mowing Acct 309 2nd St #01-144182-17700

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 185.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 500.00

INVOICE BALANCE: \$185.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Johnny Meadows
P.O. Box 16946
Jonesboro, AR 72403



Legislation Details (With Text)

File #:	RES-19:146	Version:	1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 MEADOWBROOK, PARCEL 01-143133-08000, JONESBORO, ARKANSAS 72401, OWNED BY KIMBERLY ROBERSON
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 MEADOWBROOK, PARCEL 01-143133-08000, JONESBORO, ARKANSAS 72401, OWNED BY KIMBERLY ROBERSON				
Sponsors:	Code Enforcement				
Indexes:	Property liens				
Code sections:					
Attachments:	Affidavit of Statutory Lien - 607 Meadowbrook.pdf Scan0070.jpg Scan0071.jpg Scan0072.jpg Scan0073.jpg Scan0074.jpg Scan0075.jpg Scan0076.jpg Scan0077.jpg Scan0078.jpg Scan0079.jpg Scan0080.jpg Scan0081.jpg Scan0082.jpg Scan0083.jpg Scan0084.jpg Scan0085.jpg Scan0086.jpg				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 MEADOWBROOK, PARCEL 01-143133-08000, JONESBORO, ARKANSAS 72401, OWNED BY KIMBERLY ROBERSON
LEGAL DESCRIPTION: Lot 18 of Meadowbrook Addition to Jonesboro, Arkansas, as shown by Plat Cabinet "A" Page 90, Subject to Bill of Assurance in Deed Record 288 Page 403 and Amendment to Bill of Assurance in Deed Record 294 Page 684, and to easements as shown on recorded plat.

WHEREAS, Kimberly Roberson, the owner of record, was properly notified of a code violation at 607 Meadowbrook, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code

enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$455.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 607 Meadowbrook, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 10, 2019, a Notice to Comply was mailed to Kimberly Roberson, at 607 Meadowbrook, Jonesboro, AR 72401. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-18-2019 6-19-2019	Mowing & Clean Up	13:053	\$455.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 607 Meadowbrook, Jonesboro, AR 72401

Legal Description: Lot 18 of Meadowbrook Addition to Jonesboro, Arkansas, as shown by Plat Cabinet “A” Page 90, Subject to Bill of Assurance in Deed Record 288 Page 403 and Amendment to Bill of Assurance in Deed Record 294 Page 684, and to easements as shown on recorded plat.

Parcel Number: 01-143133-08000

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of

Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$455.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 MEADOWBROOK,
PARCEL 01-143133-08000, JONESBORO, ARKANSAS 72401, OWNED BY KIMBERLY ROBERSON.**

LEGAL DESCRIPTION: Lot 18 of Meadowbrook Addition to Jonesboro, Arkansas, as shown by Plat Cabinet "A" Page 90, Subject to Bill of Assurance in Deed Record 288 Page 403 and Amendment to Bill of Assurance in Deed Record 294 Page 684, and to easements as shown on recorded plat.

WHEREAS, Kimberly Roberson, the owner of record, was properly notified of a code violation at 607 Meadowbrook, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$455.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 607 Meadowbrook, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 10, 2019, a Notice to Comply was mailed to Kimberly Roberson, at 607 Meadowbrook, Jonesboro, AR 72401. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-18-2019 6-19-2019	Mowing & Clean Up	13:053	\$455.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 607 Meadowbrook, Jonesboro, AR 72401

Legal Description: Lot 18 of Meadowbrook Addition to Jonesboro, Arkansas, as shown by Plat Cabinet "A" Page 90, Subject to Bill of Assurance in Deed Record 288 Page 403 and Amendment to Bill of Assurance in Deed Record 294 Page 684, and to easements as shown on recorded plat.

Parcel Number: 01-143133-08000

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of

Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$455.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kimberly Robertson
607 Meadowbrook
Jonesboro, AR 72401

RE: 607 Meadowbrook, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 10 day of June, 2019.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 10th day of June, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23

6/7/2019

City of Jonesboro: Code Enforcement Case Details



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/07/2019

TO: ROBERSON KIMBERLY
607 MEADOWBROOK
JONESBORO, AR 72401

In regards to property located at

607 MEADOWBROOK
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the GRASS IS OVERGROWN, THERE IS DEBRIS IN THE BACKYARD AND SIDE OF HOUSE. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 6-21-2019. If the issue is not corrected by the date listed, the City will MOW AND TRIM GRASS/WEEDES, REMOVE ALL DEBRIS and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section __Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Trout, Jr., Gregory

Code Enforcement Officer

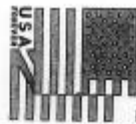
870-351-3790

7019 0160 0000 8525 1560



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Kimberly Robinson
1007 Maplebrook
Jonesboro, AR 72401



7019 0160 0000 8545 1566

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 Domestic Mail Only GT

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Registered Mail Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Postmark Here

Send To: Kimberly Johnson

Street and Apt. No., or PO Box No. 607 Meadowbrook

City, State, ZIP+4® Jonesboro, VA 22461

PS Form 3800, June 2010 (PSN 7530-02-000-9000) ©2010 USPS®



CERTIFIED MAIL



7019 0160 0000 8545 1566

City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



2/5/09

RETURN RECEIPT
REQUESTED

*ANK/AR
2/11/09*

*Kimberly Roberson
607 Meadowbrook
Jonesboro, AR*

581 DE 1

8886/29/19

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

722-003-838-000

SC: 72403184545

*1247-00540-13-29

1: 94009212471642



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 6-19-2019

To: Becky Sharp

Property Address: 607 Meadowbrook Parcel# 01-143133-08000
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kimberly Roberson
607 Meadowbrook
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Clean up haul off trash	\$ 175.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 285.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 6-18-2019

To: Becky Sharp

Property Address: 607 Meadowbrook Parcel# 01-143133-08000
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kimberly Roberson
607 Meadowbrook
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 50.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 165.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kimberly Roberson

607 Meadowbrook

Jonesboro, AR 72401

RE: 607 Meadowbrook, Jonesboro, AR 72401

I, Michael Tynor, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

Michael Tynor
Michael Tynor
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23



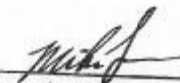
DATE	INVOICE NO
6/18/2019	0060294

BILL TO
Kimberly Roberson 607 Meadowbrook Jonesboro, AR 72401

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						794.00
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Mowing	1.00	50.00	50.00	0.00	0.00	50.00
INVOICE TOTAL:			165.00	0.00	0.00	165.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kimberly Roberson
Customer No: 018506
Account No: 0034657 - Mowing Acct- 607 Meadowbrook

DUE DATE	INVOICE NO
6/30/2019	0060294

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 165.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 959.00

INVOICE BALANCE: \$165.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Kimberly Roberson
607 Meadowbrook
Jonesboro, AR 72401



DATE	INVOICE NO
6/19/2019	0060293

BILL TO
Kimberly Roberson 607 Meadowbrook Jonesboro, AR 72401

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						794.00
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Clean up & haul off trash	1.00	175.00	175.00	0.00	0.00	175.00
INVOICE TOTAL:			290.00	0.00	0.00	290.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

[Signature]
Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kimberly Roberson
Customer No: 018506
Account No: 0034657 - Mowing Acct- 607 Meadowbrook

DUE DATE	INVOICE NO
6/30/2019	0060293

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 290.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 1,084.00

INVOICE BALANCE: \$290.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Kimberly Roberson
607 Meadowbrook
Jonesboro, AR 72401

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

370 EAST 12407

7015 1730 0001 5160 7143

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Postmark Here

JUL 05 2019

USPS

Sent to
Kimberly Roberson
 Street and Apt. No., or Box No.
607 Meadowbrook
 City, State, ZIP+4®
Amesboro, AR 72401

PS Form 3800, April 2015 PSN 7501-0200-9047 See Reverse for Instructions



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

CERTIFIED MAIL



7015 1730 0001 5160 7143

7.6.19



Kimberly Roberson
607 Meadowbrook
Jonesboro, AR 72401 UNCLAIMED





Legislation Details (With Text)

File #:	RES-19:147	Version: 1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN
Type:	Resolution		Status:	To Be Introduced
File created:	9/25/2019		In control:	Public Works Council Committee
On agenda:			Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN			
Sponsors:	Code Enforcement			
Indexes:	Property liens			
Code sections:				
Attachments:	Affidavit of Statutory Lien - 500 Allen.pdf Scan0046.jpg Scan0047.jpg Scan0048.jpg Scan0049.jpg Scan0050.jpg Scan0051.jpg Scan0052.jpg Scan0053.jpg Scan0054.jpg Scan0055.jpg Scan0056.jpg Scan0057.jpg			

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN

LEGAL DESCRIPTION: Lot 1, Block 13 of Meyer's Addition to the City of Jonesboro, being part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14, Range 04.

WHEREAS, KENNY COLEMAN, the owner of record, was properly notified of a code violation at 500 Allen, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$165.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the

work pursuant to A.C.A 14-15-903; and,

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

The city should proceed with placing a lien on the property located at 500 Allen, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 14, 2019, a Notice to Comply was mailed to Kenny Coleman, at 209 Miller, Jonesboro, AR 72401. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-24-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 500 Allen, Jonesboro, AR 72401

Legal Description: Lot 1, Block 13 of Meyer’s Addition to the City of Jonesboro, being part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14, Range 04.

Parcel Number: 01-144181-30100

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$165.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN,
PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN**

LEGAL DESCRIPTION: Lot 1, Block 13 of Meyer's Addition to the City of Jonesboro, being part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14, Range 04.

WHEREAS, KENNY COLEMAN, the owner of record, was properly notified of a code violation at 500 Allen, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$165.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 500 Allen, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 14, 2019, a Notice to Comply was mailed to Kenny Coleman, at 209 Miller, Jonesboro, AR 72401. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-24-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 500 Allen, Jonesboro, AR 72401

Legal Description: Lot 1, Block 13 of Meyer's Addition to the City of Jonesboro, being part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14, Range 04.

Parcel Number: 01-144181-30100

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$165.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenny Coleman

207 Miller St.

Jonesboro, AR 72401

RE: 500 Allen, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 14 day of June, 2019.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 14th day of June, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23

6/11/2019

City of Jonesboro: Code Enforcement Case Details



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/11/2019

TO: Kenny Coleman
209 Miller Street
Jonesboro, AR 72401

In regards to property located at 500 ALLEN
JONESBORO, AR 72401 .

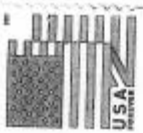
Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 6-20-19. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section __Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

Code Enforcement Officer

(870)351-2813

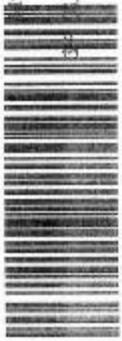


City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Kenny Coleman
209 Miller St
Jonesboro, AR 72401

CERTIFIED MAIL



7019 0160 0000 8545 2273

City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



ms/ANK
6-18/c-8

Kenny Coleman
209 Miller St
Jonesboro, AR 72401

NIXIE 381 FE 1 0086/28/19

RETURN TO SENDER
ATTEMPTED BUT KNOWN
UNABLE TO FORWARD

ANK 72403-2085301

BCI 7240318455

0547-11766-14-42



JUN 14 2019

7019 0160 0000 8545 2273

U.S. Postal Service
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

OFFICIAL USE

Official Mail Fee: \$5.00

Return Receipt (hardcopy)
 Return Receipt (electronic)
 Certified Mail Restricted Delivery
 Adult Signature Required
 Adult Signature Restricted Delivery

Total Postage and Fees: \$5.00

Sent to: **Kenny Coleman**
209 Miller St
Jonesboro, AR 72401

Postmark: JUN 14 2019



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date ; 6-24-2019

To: Tosha Moss

Property Address: 500 Allen Parcel# 01-144181-30100
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Coleman, Kenny L
209 Miller
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 50.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 165.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenny Coleman

209 Miller

Jonesboro, AR 72401

RE: 500 Allen, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23



DATE	INVOICE NO
6/24/2019	0060306

BILL TO
Kenny Coleman 209 Miller Jonesboro, AR 72401

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
June 2019 Mowing Charges:						
Filing Fee-	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee-	1.00	100.00	100.00	0.00	0.00	100.00
Mowing-	1.00	50.00	50.00	0.00	0.00	50.00
INVOICE TOTAL:			165.00	0.00	0.00	165.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.



 Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kenny Coleman
 Customer No: 010839
 Account No: 0035084 - Mowing Acct #01-144181-30100

DUE DATE	INVOICE NO
6/30/2019	0060306

Please remit payment by the due date to:

City of Jonesboro
 300 South Church Street
 PO Box 1845
 Jonesboro, AR 72403

Invoice Total: 165.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 165.00

INVOICE BALANCE: \$165.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Kenny Coleman
209 Miller
Jonesboro, AR 72401



RETURN RECEIPT
REQUESTED



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Kenny Coleman
209 Miller
Jonesboro, AR 72401

NAME BH
1ST NOTICE 7-6-19
2ND NOTICE 7-11
RETURN 7-24

7015 1730 0001 5160 7267



CERTIFIED MAIL



U.S. Postal ServiceSM
CERTIFIED MAIL[®] RECEIPT

For details visit us online at www.usps.com

OFFICIAL USE

Certified Mail Fee: 5.10

Additional Fees: 0.00

Postage: 0.00

Total Postage and Fees: 5.10

Signature: Kenny Coleman

City, State, ZIP+4[®]: Jonesboro, AR 72401

Postmark: Jonesboro, AR 72401

7015 1730 0001 5160 7267



Legislation Details (With Text)

File #:	RES-19:148	Version:	1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1004 WEST HUNTINGTON, PARCEL 01-143134-07800, JONESBORO, ARKANSAS 72401, OWNED BY CHRISTOPHER JAY BROWN, ET AL
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1004 WEST HUNTINGTON, PARCEL 01-143134-07800, JONESBORO, ARKANSAS 72401, OWNED BY CHRISTOPHER JAY BROWN, ET AL				
Sponsors:	Code Enforcement				
Indexes:	Property liens				
Code sections:					
Attachments:	Affidavit of Statutory Lien - 1004 W. Huntington.pdf Scan0037.jpg Scan0038.jpg Scan0039.jpg Scan0040.jpg Scan0041.jpg Scan0042.jpg Scan0043.jpg Scan0044.jpg Scan0045.jpg				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1004 WEST HUNTINGTON, PARCEL 01-143134-07800, JONESBORO, ARKANSAS 72401, OWNED BY CHRISTOPHER JAY BROWN, ET AL
LEGAL DESCRIPTION: The West Half of Lot 1 and the East Half, less the West four feet of the South 77 feet of Lot 2 of Gregg and Houghton’s Subdivision of Block 13 of Nisbett’s Second Addition to the City of Jonesboro, Arkansas, otherwise known as 1004 Huntington, Jonesboro, Arkansas.

WHEREAS, Christopher Jay Brown ET AL, the owner of record, was properly notified of a code violation at 1004 West Huntington, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$865.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 1004 West Huntington, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On May 16, 2019 a Notice to Comply was mailed to **Christopher Jay Brown, et al.**, at **1604 Brookhaven Jonesboro, AR 72401**. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-19-2019	Mowing & Clean Up	13:053	\$865.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 1004 West Huntington, Jonesboro, AR 72401

Legal Description: The West Half of Lot 1 and the East Half, less the West four feet of the South 77 feet of Lot 2 of Gregg and Houghton’s Subdivision of Block 13 of Nisbett’s Second Addition to the City of Jonesboro, Arkansas, otherwise known as 1004 Huntington, Jonesboro, Arkansas.

Parcel Number: 01-143134-07800

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$865.00** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1004 WEST HUNTINGTON,
PARCEL 01-143134-07800, JONESBORO, ARKANSAS 72401, OWNED BY CHRISTOPHER JAY BROWN,
ET AL.**

LEGAL DESCRIPTION: The West Half of Lot 1 and the East Half, less the West four feet of the South 77 feet of Lot 2 of Gregg and Houghton's Subdivision of Block 13 of Nisbett's Second Addition to the City of Jonesboro, Arkansas, otherwise known as 1004 Huntington, Jonesboro, Arkansas.

WHEREAS, Christopher Jay Brown ET AL, the owner of record, was properly notified of a code violation at 1004 West Huntington, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$865.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 1004 West Huntington, Jonesboro, AR 72401.

to the City of Jonesboro, Arkansas, otherwise known as 1004 Huntington, Jonesboro, Arkansas.
Parcel Number: 01-143134-07800



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Day Christopher Brown Etal
1004 W. Huntington
Jonesboro, AR 72401

RE: 1004 W. Huntington, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 16 day of May, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 16th day of May, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23

5/14/2019

City of Jonesboro: Code Enforcement Case Details



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 05/14/2019

TO: BROWN JAY CHRISTOPHER ETAL
1004 W HUNTINGTON
JONESBORO, AR 72401

In regards to property located at

1004 W HUNTINGTON AVE
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the GRASS IS OVERGROWN, THERE IS TRASH/DEBRIS AND MATERIALS IN THE YARD, AND THERE IS FURNITURE IN THE YARD, THE BARN IS FALLING APART AND UNSAFE. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 5-23-2019 (GRASS AND ITEMS IN YARD) AND THE BARN TO BE REPAIRED/REMOVED BY 6-14-2019. If the issue is not corrected by the date listed, the City will REMOVE ALL ITEMS, MOW AND TRIM GRASS/WEEDES, REMOVE THE BARN AND CONTENTS, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

- Section __1. Sec. 30-5 - Unightly or Unsanitary Conditions
- 2. Sec. 30-5 - Unlawful storage.
- 3. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
- 4. Sec. 105-1 - Unsafe Building

Trout, Jr., Gregory

Code Enforcement Officer

870-351-3790

SENT 2

70171000 0000 3591 1735



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Prodm. Soy Christopher Etal
1004 W. Huntington
Jonesboro. AR 72401





City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



7017 1000 0000 3591 1735

870-701-8081
1604 Brookhaven

RECEIVED
BROWN, Jay Christopher
1004 W. Huntington
Jonesboro, AR

5/15



NIXIE 381 DE 1 0005/23/19
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

724018225 CO
7240551845
SC: 72405184545 *1047-10579-16-42

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

GT

OFFICIAL USE

810 EAST ST 72401

MAY 16 2019

Postage and Fees

Send To: Brown, Jay Christopher
 Street/Apt. No. & Room: 1004 W. Huntington
 City, State, ZIP+4: Jonesboro, AR 72401

7017 1000 0000 3591 1735



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 6-19-2019

To: Tosha Moss

Property Address: 1004 W Huntington Parcel # 01-143134-07800
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Brown Christopher Jay ETAL
1604 Brookhaven
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Clean up and haul off trash	\$ 750.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 865.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Christopher Jay Brown Etal
1604 Brookhaven
Jonesboro, AR 72401

RE: 1004 W. Huntington, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11.20.23



DATE	INVOICE NO
6/19/2019	0060304

BILL TO
Christopher Jay Brown ETAL 1604 Brookhaven Jonesboro, AR 72401

DUE DATE
6/30/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Clean Up & Haul Off Trash	1.00	750.00	750.00	0.00	0.00	750.00
INVOICE TOTAL:			865.00	0.00	0.00	865.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

W. H. H. H.
Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042.

Customer Name: Christopher Jay Brown ETAL
 Customer No: 020436
 Account No: 0035083 - Mowing Acct #01-143134-07800

DUE DATE	INVOICE NO
6/30/2019	0060304

Please remit payment by the due date to:

City of Jonesboro
 300 South Church Street
 PO Box 1845
 Jonesboro, AR 72403

Invoice Total: 865.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 865.00

INVOICE BALANCE: \$865.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

ADDITIONAL RECEIPT
REQUESTED

TKO
7-8-19
9-11
7-21

CERTIFIED MAIL



7015 1730 0001 5160 7174

Christopher Brown ETAL
1604 Brookhaven
Jonesboro, AR 72401





Legislation Details (With Text)

File #:	RES-19:149	Version:	1	Name:	TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER
Type:	Resolution	Status:			To Be Introduced
File created:	9/25/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER				
Sponsors:	Code Enforcement				
Indexes:	Property liens				
Code sections:					
Attachments:	Affidavit of Statutory Lien - 816 Hoover.pdf Scan0087.jpg Scan0088.jpg Scan0089.jpg Scan0090.jpg Scan0091.jpg Scan0092.jpg Scan0093.jpg Scan0094.jpg Scan0095.jpg Scan0096.jpg Scan0097.jpg Scan0098.jpg				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER
LEGAL DESCRIPTION: Lot 3, Block 1 of Dixon’s Third Addition to the City of Jonesboro, Arkansas, subject to all easements of record.

WHEREAS, Robert Whitaker, the owner of record, was properly notified of a code violation at 816 Hoover, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$165.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the

work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 816 Hoover, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas (“the City”), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Robert Whitaker, at 816 Hoover, Jonesboro, AR 72401. Due to the Owner’s failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-19-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 816 Hoover, Jonesboro, AR 72401

Legal Description: Lot 3, Block 1 of Dixon’s Third Addition to the City of Jonesboro, Arkansas,
subject to all easements of record.

Parcel Number: 01-144181-14800

4. The City has made demand for payment and given the debtor notice of the City’s intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of \$165.00 to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

Notary Public

My Commission Expires:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER,
PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER.**

LEGAL DESCRIPTION: Lot 3, Block 1 of Dixon's Third Addition to the City of Jonesboro, Arkansas, subject to all easements of record.

WHEREAS, Robert Whitaker, the owner of record, was properly notified of a code violation at 816 Hoover, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$165.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903; and,

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

1. The city should proceed with placing a lien on the property located at 816 Hoover, Jonesboro, AR 72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On June 05, 2019, a Notice to Comply was mailed to Robert Whitaker, at 816 Hoover, Jonesboro, AR 72401. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
6-19-2019	Mowing & Clean Up	13:053	\$165.00

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 816 Hoover, Jonesboro, AR 72401

Legal Description: Lot 3, Block 1 of Dixon's Third Addition to the City of Jonesboro, Arkansas, subject to all easements of record.

Parcel Number: 01-144181-14800

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of \$165.00 to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____,
20_____.

My Commission Expires:

Notary Public



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Robert Whitaker & Joanna McClure

816 Hoover

Jonesboro, AR 72401

RE: 816 Hoover, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of June, 2019.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of June, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11-20-23

6/3/2019

City of Jonesboro: Code Enforcement Case Details



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/03/2019

TO: WHITAKER & JOANN MCEWEN ROBERT
816 HOOVER ST
JONESBORO, AR 72401

In regards to property located at 816 HOOVER
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 6-12-19. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section __Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer

Microsoft Word document content...



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Whitaker & Joann Mcewen Robert
816 Hoover St
Jonesboro, AR 72401



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

RETURN RECEIPT
REQUESTED

*NSN 6-10
PN 6/7*

CERTIFIED MAIL



7019 0160 0000 8545 1696

Whitaker & Joann Mcawen Robert
816 Hoover St
Jonesboro, AR 72401



NIXIE 881 DE 1 8886/18719
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
NSN 72403-1845
72403-1845 *1047-06859-10-55



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date ;6-19-2019

To: Becky Sharp

Property Address: 816 Hoover Parcel# 01-144181-14800
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Robert Whitaker
816 Hoover St
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 50.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 165.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Robert Whitaker
816 Hoover
Jonesboro, AR 72401

RE: 816 Hoover, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 5 day of July, 2019.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 5th day of July, 2019.

Chrystal Glisson
Notary Public



My commission expires: 11.20.23



DATE	INVOICE NO
6/19/2019	0060303

BILL TO
Robert Whitaker 816 Hoover St Jonesboro, AR 72401

DUE DATE
6/30/2019
BALANCE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,484.58
June 2019 Mowing Charges:						
Filing Fee	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee	1.00	100.00	100.00	0.00	0.00	100.00
Mowing	1.00	50.00	50.00	0.00	0.00	50.00
INVOICE TOTAL:			165.00	0.00	0.00	165.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

[Signature]
Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Robert Whitaker
 Customer No: 015487
 Account No: 0034222 - Mowing account 816 Hoover

DUE DATE	INVOICE NO
6/30/2019	0060303

Please remit payment by the due date to:

City of Jonesboro
 300 South Church Street
 PO Box 1845
 Jonesboro, AR 72403

Invoice Total: 165.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 1,649.58

INVOICE BALANCE: \$165.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

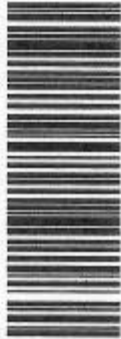


Robert Wintaker
816 Hoover
Jonesboro, AR 72401



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

CERTIFIED MAIL



7039 0160 0000 8545 0200

RETURN TO SENDER
REQUESTED

NSN/CID
BH/7-6-19

Robert Whitaker
816 Hoover
Jonesboro, AR 72401

NIXIE

SEP DE 1

0007/10/19

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

MSN
72403>1845

BC: 72403184545

*1247-02314-10-23

