



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, March 6, 2018

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:012](#) Minutes from the Public Works meeting on February 6, 2018.

Attachments: [Minutes.pdf](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-17:027](#) AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-330, FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR THE PROVISION OF SIDEWALKS WITHIN THE CITY OF JONESBORO, ARKANSAS, WITH THE INTENT TO PROMOTE IMPROVED PEDESTRIAN SAFETY, EXPANDED OPPORTUNITY OF RECREATIONAL WALKING AND RUNNING ACTIVITIES, MORE COHESIVE NEIGHBORHOODS AND EASIER ACCESS TO SHOPPING AND OTHER COMMERCIAL RELATED PURSUITS

Attachments: [Current sidewalk code](#)
[sidewalks_1.mp4](#)

[ORD-18:014](#) AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-259, SUBSECTION (m), ENTITLED OFF-PREMISES OUTDOOR ADVERTISING SIGN STANDARDS, FOR THE PURPOSE OF CLARIFYING SIGN PERMIT FEES AND DECLARING AN EMERGENCY

Sponsors: Planning

[ORD-18:015](#) AN ORDINANCE TO MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN FOR THE CITY OF JONESBORO, ARKANSAS BY REFERENCE AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION FOR THE PURPOSE OF GUIDING THE GROWTH AND DEVELOPMENT OF THE CITY AS PART OF THE COMPREHENSIVE PLANNING PROCESS, AND DECLARING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE.

Sponsors: Land Use Advisory Committee and Planning

Attachments: [Land Use Plan.pdf](#)

RESOLUTIONS TO BE INTRODUCED

RES-18:015 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR THE UHI EMERGENCY SERVICES ACCESS (2018:11)

Sponsors: Engineering

Attachments: [Contract Documents 2018 11](#)

RES-18:025 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL

Sponsors: Engineering

Attachments: [Permanent Construction Easement - Lot 2](#)

RES-18:026 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL

Sponsors: Engineering

Attachments: [Permanent Construction Easement - Lot 2](#)

RES-18:029 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR LACY PARK ACCESS DRIVE (2018:08)

Sponsors: Engineering

Attachments: [Bid Tsb](#)

[Contract Documents 2018 08](#)

RES-18:031 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ADOPT PERMANENT LAND USE RESTRICTION FOR THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Engineering

Attachments: [PERMANENT LAND USE RESTRICTION](#)

RES-18:033 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE COMPLEX 4 CONCESSION BUILDING, JOE MACK CAMPBELL PARK (2018:13)

Sponsors: Engineering and Parks & Recreation

Attachments: [Bid Tab](#)

[Agreement.pdf](#)

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-18:012 **Version:** 1 **Name:** Minutes from the Public Works meeting on February 6, 2018
Type: Minutes **Status:** To Be Introduced
File created: 2/7/2018 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes from the Public Works meeting on February 6, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes from the Public Works meeting on February 6, 2018.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, February 6, 2018

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 6 - John Street;Gene Vance;Mitch Johnson;Chris Moore;LJ Bryant and Ann Williams

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-18:003](#)

Minutes for the Public Works Committee Meeting on January 2, 2018.

Attachments: [Minutes](#)

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

Aye: 6 - John Street;Gene Vance;Mitch Johnson;Chris Moore;LJ Bryant and Ann Williams

Absent: 1 - Charles Coleman

4. New Business

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 6 - John Street;Gene Vance;Mitch Johnson;Chris Moore;LJ Bryant and Ann Williams

Absent: 1 - Charles Coleman



Legislation Details (With Text)

File #: ORD-17:027 **Version:** 2 **Name:** Amend Code Section 117-330 regarding sidewalks
Type: Ordinance **Status:** To Be Introduced
File created: 5/10/2017 **In control:** Public Works Council Committee
On agenda: **Final action:**

Title: AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-330, FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR THE PROVISION OF SIDEWALKS WITHIN THE CITY OF JONESBORO, ARKANSAS, WITH THE INTENT TO PROMOTE IMPROVED PEDESTRIAN SAFETY, EXPANDED OPPORTUNITY OF RECREATIONAL WALKING AND RUNNING ACTIVITIES, MORE COHESIVE NEIGHBORHOODS AND EASIER ACCESS TO SHOPPING AND OTHER COMMERCIALY RELATED PURSUITS

Sponsors:

Indexes: Code of Ordinances amendment

Code sections: Chapter 117 - Zoning

Attachments: [Current sidewalk code sidewalks_1.mp4](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-330, FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR THE PROVISION OF SIDEWALKS WITHIN THE CITY OF JONESBORO, ARKANSAS, WITH THE INTENT TO PROMOTE IMPROVED PEDESTRIAN SAFETY, EXPANDED OPPORTUNITY OF RECREATIONAL WALKING AND RUNNING ACTIVITIES, MORE COHESIVE NEIGHBORHOODS AND EASIER ACCESS TO SHOPPING AND OTHER COMMERCIALY RELATED PURSUITS
BE IT THEREFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS that:

SECTION 1. The current language in section 117-330 shall be repealed in its entirety and replaced with the following:

Sec 117-330. - Sidewalks

(a) General Requirements

The following general requirements shall apply for the construction of sidewalks within the City of Jonesboro.

1. Sidewalks shall be constructed along the public street frontage, (excluding limited access highway frontage), of all industrial, commercial, single-family and multi-family residential developments.
2. Sidewalks shall be constructed on both sides of all new streets in residential developments.
3. Sidewalks shall be constructed whenever an existing industrial or commercial building is renovated or expanded to increase its total building square footage by 25% or more in any one expansion or the total building square footage of multiple expansions during any five-year period is

- 40% or more of the total building square footage of all improvements on the lot prior to expansion.
4. The construction of required sidewalks shall be completed before a Certificate of Occupancy is issued.
 - a. The owner/developer has the option to construct the sidewalk or to contribute money in lieu of construction in approved circumstances as covered in section (c).
 - b. The decision to construct sidewalks or pay the fee in lieu of construction shall be made before receiving final plat approval for residential subdivisions or the issuance of the building permit for industrial or commercial projects.
 - c. This timing is done to insure uniformity of the development and to provide a mechanism for notification to be placed in the subdivision's bill of assurance.
 - d. Depending upon the size of the project, situations could exist where a combination of actual sidewalk construction and payment of contributions in lieu of construction occur.
 5. All sidewalks and related improvements shall be designed and constructed in accordance with Chapter 58 of the Jonesboro Code of Ordinances.
 6. Sidewalks shall be located as shown on the street typical sections for the various roadway classifications of the Master Street Plan.
 7. Sidewalks shall be constructed in accordance with the Americans with Disabilities Act. Handicapped curb ramps shall be provided whenever a sidewalk crosses a curb at crosswalks, driveways, and street intersections.

(b) Exceptions

If one or more of the following conditions below exist, then the Metropolitan Area Planning Commission may approve payment of the contribution in lieu of construction fee instead of installation of a sidewalk if it is determined that installation is impractical:

1. installation of the sidewalk would require the removal of a protected tree or other major obstruction within the right-of-way;
2. a storm water drainage ditch or similar public utility facility prevents the installation of the sidewalk, and neither the sidewalk nor the facility can be reasonably relocated to accommodate both the sidewalk and the facility;
3. the topography would require construction of a retaining wall more than three feet high to accommodate the sidewalk; or
4. other unusual circumstances make the sidewalk installation requirement unreasonable or inappropriate.

(c) Exemptions

The following situations would be exempt from the standards of this ordinance and would not require in lieu of fees to be paid or sidewalks installed:

1. Individual single-family and two-family developments.
2. a multi-phased residential subdivision that is already 75% or more complete when total number of phases is considered and sidewalks were not required on the prior phases;
3. Properties for which public sanitary sewer system is not available and the provision of such service is not planned within the next (12) months.
4. Sidewalks shall not be required on cul-de-sac or dead-end turnaround streets less than 250 feet in length.

If the owner should choose to install sidewalks in the exempted areas shown above, the design and construction of said sidewalks and related improvements shall be designed and constructed in accordance with Chapter 58 of the Jonesboro Code of Ordinances.

(d) Contribution In Lieu of Construction Fee

1. A contribution in lieu of construction fee shall be paid to the City of Jonesboro under the following circumstances:
 - a. The property owner of industrial or commercial projects or the residential subdivision developer may request this option subject to approval of the Metropolitan Area Planning Commission at time of final plat approval for residential developments or the issuance of the building permit for industrial and/or commercial projects under the provisions shown in section (c) of this ordinance.
 - b. An owner/developer may appeal the Metropolitan Area Planning Commission's refusal to grant a waiver or to approve the contribution in lieu of construction fee to the City Council.
2. The contribution in lieu of construction fee shall be calculated as a fixed amount per linear foot. The City Council will establish the rate by resolution upon the recommendation of the City Engineer and the rate will be tied to the current weighted average to build sidewalks according to the most current Arkansas Highway Traffic Department pricing list. The approved rate will be reviewed periodically.
3. The fee shall be the amount of the sidewalk installation at a value determined by the design engineer and agreed to by the City Engineer or his/her designated representative.
4. The city shall deposit said money into an interest-bearing escrow account until such time the money is used by the city.
5. Each contribution in lieu of payment collected shall be used solely to construct or improve a sidewalk or other pedestrian infrastructure improvement that benefits the development for which the payment was collected.
6. Contributions must be expended within a five (5) year period or the money may be returned to the applicant.
7. If the owner/developer voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.

(e) Guarantees and Payments for Sidewalks and Contributions in Lieu of Fees

1. For residential developments and industrial/commercial construction projects that will construct sidewalks, the developer/owner has the option during the time of final plat approval (residential) or issuance of building permit (industrial/commercial) to provide the City of Jonesboro with a Letter of Credit or Bond for the amount of the sidewalks for a period of five years. Sidewalks will then be built by the builder prior to issuance of a certificate of occupancy for the structure. During this time, the developer may request to draw down the bond or letter of credit, by providing the City Planner or City Engineer with a letter from the professional engineer of record certifying the amount of sidewalk that has been installed.
2. For residential developments and industrial/commercial construction projects that will be paying contributions in lieu of construction fees, the entire amount of the agreed upon fees will be paid before receiving final plat approval (residential) or the issuance of the building permit (industrial/commercial).

(f) Maintenance of Sidewalks

The City of Jonesboro shall be responsible for the maintenance of sidewalks that are constructed in the public right of way or in an easement that has been dedicated and accepted by the City of Jonesboro for the

purpose of a sidewalk. Sidewalks located outside the public right-of-way or not in a dedicated easement shall be the responsibility of the owner of said property to maintain. Repair of non-routine sidewalk damage caused by others may be assessed to those who are responsible for such damage. Property owners are responsible for maintenance of grass strips or landscaping on either side of the sidewalk.

- **Sec. 117-330. - Sidewalks required.**

(a)

Multi-family and commercial development. Sidewalks shall be required for all multi-family developments that contain five units or more, and for commercial developments.

(b)

Construction standards. Sidewalks shall be constructed in accordance with all applicable city standards and specifications, and with all applicable ADA (Americans with Disabilities Act) requirements. If detached and set back at least five feet from the back of the curb, such sidewalks shall have a minimum width of four feet. If attached to the curb or located closer than five feet to the curb, such sidewalks shall have a minimum width of five feet.

(c)

Timing of installation. Required sidewalks shall be installed prior to occupancy of any structure.

(d)

The requirements of this section shall not apply to construction of accessory buildings.

(e)

No certificate of occupancy shall be issued for any building described in subsection (a) if the building plans provide for construction of a sidewalk along an arterial or collector street unless the sidewalk has been constructed or the property owner has provided a bond, or other instrument acceptable to the director of public works guaranteeing construction of the sidewalk within six months of issuance of the certificate of occupancy.

(Zoning Ord., § 14.36.07; Ord. No. 15:061, § 1, 12-15-2015)



Legislation Details (With Text)

File #: ORD-18:014 **Version:** 1 **Name:** CLARIFYING SIGN PERMIT FEES
Type: Ordinance **Status:** To Be Introduced
File created: 2/7/2018 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-259, SUBSECTION (m), ENTITLED OFF-PREMISES OUTDOOR ADVERTISING SIGN STANDARDS, FOR THE PURPOSE OF CLARIFYING SIGN PERMIT FEES AND DECLARING AN EMERGENCY
Sponsors: Planning
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-259, SUBSECTION (m), ENTITLED OFF-PREMISES OUTDOOR ADVERTISING SIGN STANDARDS, FOR THE PURPOSE OF CLARIFYING SIGN PERMIT FEES AND DECLARING AN EMERGENCY

WHEREAS, the Mayor's Revenue Enhancement Committee reviewed and made recommendations to the Jonesboro City Council who adopted ORD-17:047, which established standardization of current and existing city fees; And

WHEREAS, Section two of ORD-17:047 requires such fees be adopted by resolution; And

WHEREAS, the ordinance needs to be amended to achieve consistency in our Jonesboro Code of Ordinances;

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

SECTION 1. Sec 117-259 (m), be amended by deleting from the first sentence the following "of \$250.00", and inserting the following: "as established by resolution by the Jonesboro City Council".

SECTION 2. EMERGENCY CLAUSE - For purposes of resolving confusion regarding the fee amount to be charged for a sign permit and to meet the legal requirement established by ORD-17:047, there hereby exists an emergency which shall take effect from and after its passage and approval.



Legislation Details (With Text)

File #:	ORD-18:015	Version:	1	Name:	MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN
Type:	Ordinance	Status:			To Be Introduced
File created:	2/15/2018	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN FOR THE CITY OF JONESBORO, ARKANSAS BY REFERENCE AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION FOR THE PURPOSE OF GUIDING THE GROWTH AND DEVELOPMENT OF THE CITY AS PART OF THE COMPREHENSIVE PLANNING PROCESS, AND DECLARING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE.				
Sponsors:	Land Use Advisory Committee, Planning				
Indexes:	Code of Ordinances amendment				
Code sections:	Chapter 101 - Land Development Provisions - General & Administrative Provisions				
Attachments:	Land Use Plan.pdf				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN FOR THE CITY OF JONESBORO, ARKANSAS BY REFERENCE AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION FOR THE PURPOSE OF GUIDING THE GROWTH AND DEVELOPMENT OF THE CITY AS PART OF THE COMPREHENSIVE PLANNING PROCESS, AND DECLARING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE.

WHEREAS, the Land Use Plan is the product of an extensive effort by City staff, a Land Use Advisory Committee appointed by the Mayor and City Council, and by elected and appointed officials.

WHEREAS, public review session was held on January 30, 2018 to allow for citizen input and comments, and the Metropolitan Planning Commission held the Public Hearing on February 13, 2018, voting to approve and recommend the plan as developed by the Land Use Advisory Committee to the City Council, and

WHEREAS, in order to provide public notice of the City's intent of adoption, by advising the public that three (3) copies are on file and available for public review in the Office of the City Clerk, appropriate notice was published.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that Section 101-1 shall read as follows:

SECTION 1: The City Council of the City of Jonesboro, Arkansas hereby adopts by reference, the Jonesboro Land Use Plan and Narrative, prepared by the Land Use Advisory Committee, and as recommended by the Metropolitan Area Planning Commission on February 13, 2018. No less than three (3) copies of the Land Use Plan and Narrative shall be available for public viewing in the Office of the City Clerk.

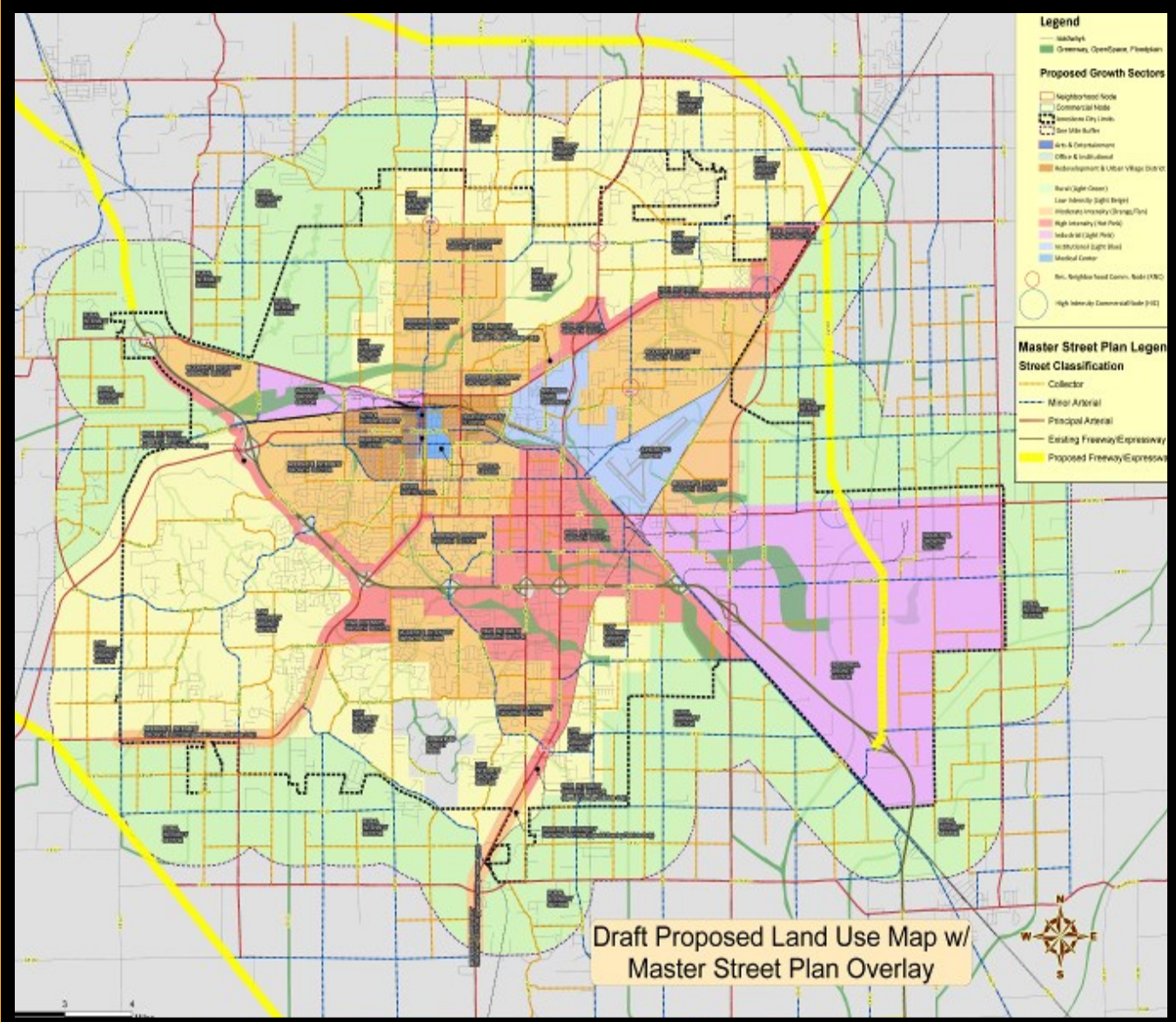
SECTION 2: This Plan is hereby adopted to provide for planned growth of the City of Jonesboro and to ensure the preservation of the public peace, health and safety.

SECTION 3: Due to the need amend the current code as soon as possible, an emergency is declared and this Ordinance being necessary for the immediate preservation of the public peace, health, and safety shall be in force and effective immediately upon and after its passage and approval.



A Future Guide for Jonesboro's Development

LAND USE PLAN



Jonesboro, Arkansas

Municipal Center

300 S. Church St.

www.jonesboro.org

Mayor's Foreword

Dear Citizens:

Long range planning is essential for proper business, neighborhood development, and sound development with a direct impact on orderly growth of our community. Your elected and appointed City Officials are committed to comprehensive land use planning and overall development of Jonesboro.

I am pleased to forward the recommendations of our appointed Land Use Advisory Committee (LUAC) Members, who have spent the year diligently studying our City by enhancing our conventional Land Use Planning Methods, while utilizing other innovative ways of making our City grow more responsibly.

Moreover, our appointed and well-equipped LUAC will continue to evaluate the adopted Land Use Map every other year, rotating with the Master Street Plan Committee updates. This will ensure that the map will remain current, as we manage the zoning and rezoning of our great city.

While this new approach to Land Use Planning will offer more flexibility in land use designations, we will continue to ensure that the Jonesboro Code of Ordinances will automatically be updated and will include clear and concise code standards to protect the continuity of our various neighborhoods.

We are optimistic with our continued growth; and, with careful planning and growth management, we will preserve Jonesboro's natural beauty and industrial strength.

Let's Continue to PLAN for a Better Community!

Harold Perrin
Mayor

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I. Legal Basis for Land Use Plan

Preparation and adoption of a comprehensive plan, including a master street plan and land use plan, is the first step to adopting regulations for development of land. This authority comes from Arkansas Code, A.C.A. Section 14-56-402 through 403. The Land Use Plan (Plan) is specifically discussed in Section 14-56-414, which states:

(b)(1) Land Use Plan. The [planning] commission may prepare and adopt a land use plan which may include, but shall not be limited to:

- (A) The Reservation of open spaces;
- (B) The preservation of natural and historical features, sites and monuments;
- (C) The existing uses to be retained without change;
- (D) The existing uses proposed for change; and
- (E) The areas proposed for new development.

(2) The plan may include areas proposed for redevelopment, rehabilitation, renewal, and similar programs.

Additionally, under A.C.A. 14-56-413 a city may exercise extraterritorial jurisdiction, planning for areas up to two miles outside the corporate limits. The perimeters establishing the study area as it relates to the Future Land Use Map are defined below.

II. Plan Adoption

The Land Use Plan is adopted by the process outlined in Arkansas Code, A.C.A. Section 14-56-422, which states:

All plans, recommended ordinances, and regulations shall be adopted through the following procedure:

(1) (A) The planning commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city at least one time fifteen days prior to the hearing.

(C) Notice by first class mail to the boards of directors of all school districts affected by a proposed plan, ordinance, or regulation shall be provided sufficiently in advance to allow representatives of all affected school districts a reasonable opportunity to submit comments on any proposed plan, ordinance or regulation.

(2) Following the public hearing, proposed plans may be adopted and proposed ordinances and regulations may be recommended as presented or in modified form by a majority vote of the entire commission.

(3) Following its adoption of plans and recommendations of ordinances and regulations, the commission shall certify adopted plans or recommended ordinances and regulations to the legislative body of the city for its adoption.

(4) The legislative body of the city may return the plans and

recommended ordinances and regulations to the commission for further study or recertification or by a majority vote of the entire membership may adopt by ordinance or resolution the plans and recommended ordinances or regulations submitted by the commission. However, nothing in this subchapter shall be constructed to limit the city council's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances and regulations shall be filed in the office of the city clerk. The city clerk shall file the plans, ordinances, and regulations as pertain to the territory beyond the corporate limits with the county recorder of the counties in which territorial jurisdiction is being exercised.

III. Land Use Plan Revisions

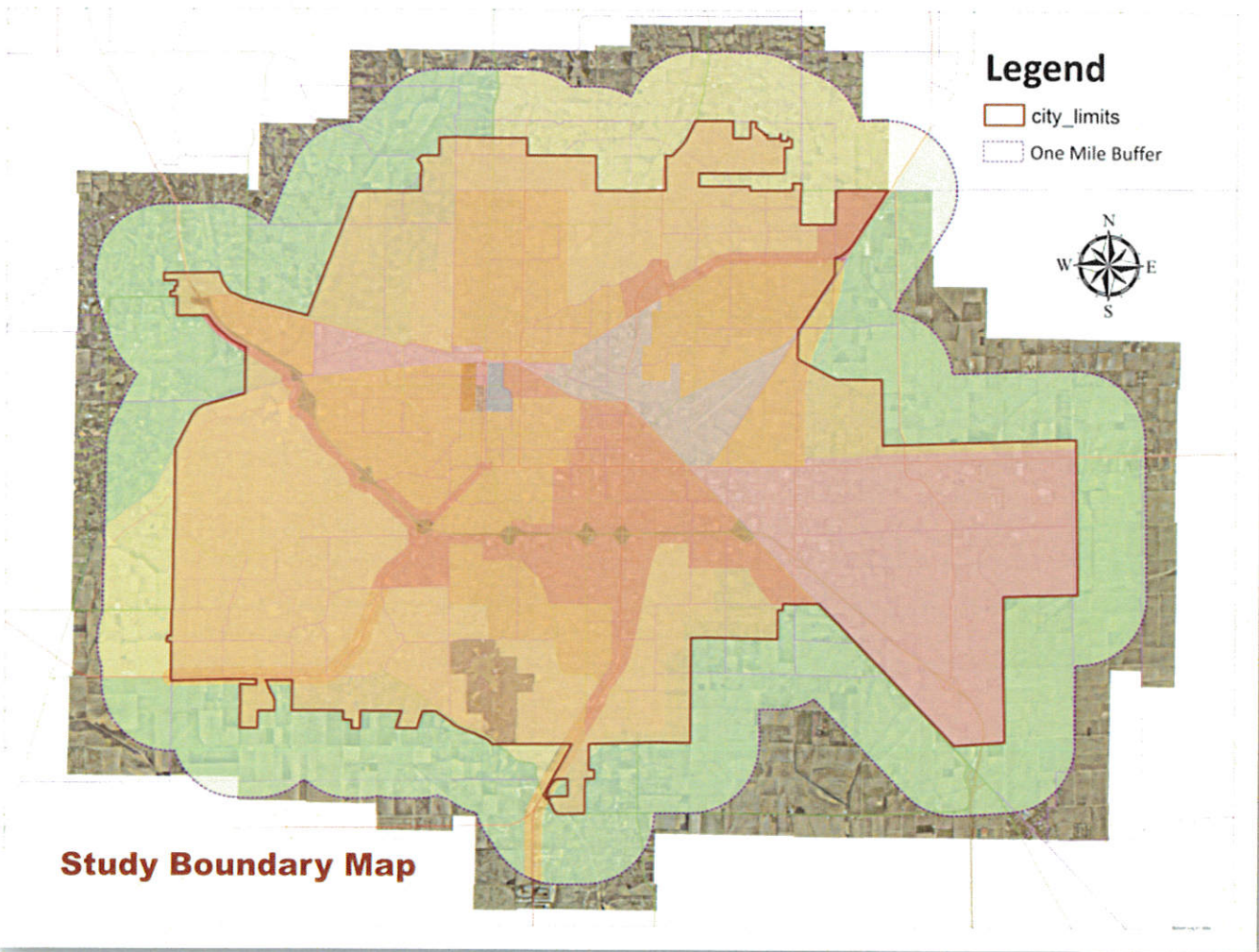
Because Jonesboro is in an era of heavy growth, the Land Use Plan will be reviewed every other year to make sure that it remains current and appropriate. Before any Land Use Plan Amendment is adopted by the Metropolitan Area Planning Commission and City Council, a specific finding must be made that one or more of the following apply, and such finding shall be recorded in the minutes of such update approval.

Justification for Land Use Map Revisions:

1. That major changes of an economic, physical or social nature have occurred within the planning area that were not anticipated in the adopted plan and have substantially altered the basic character of the area; or
2. That new information not available when the plan was adopted substantially altered the basis or rationale for a portion of the plan; or
3. That major changes have occurred outside the planning area that have rendered parts of the plan unrealistic or unattainable.

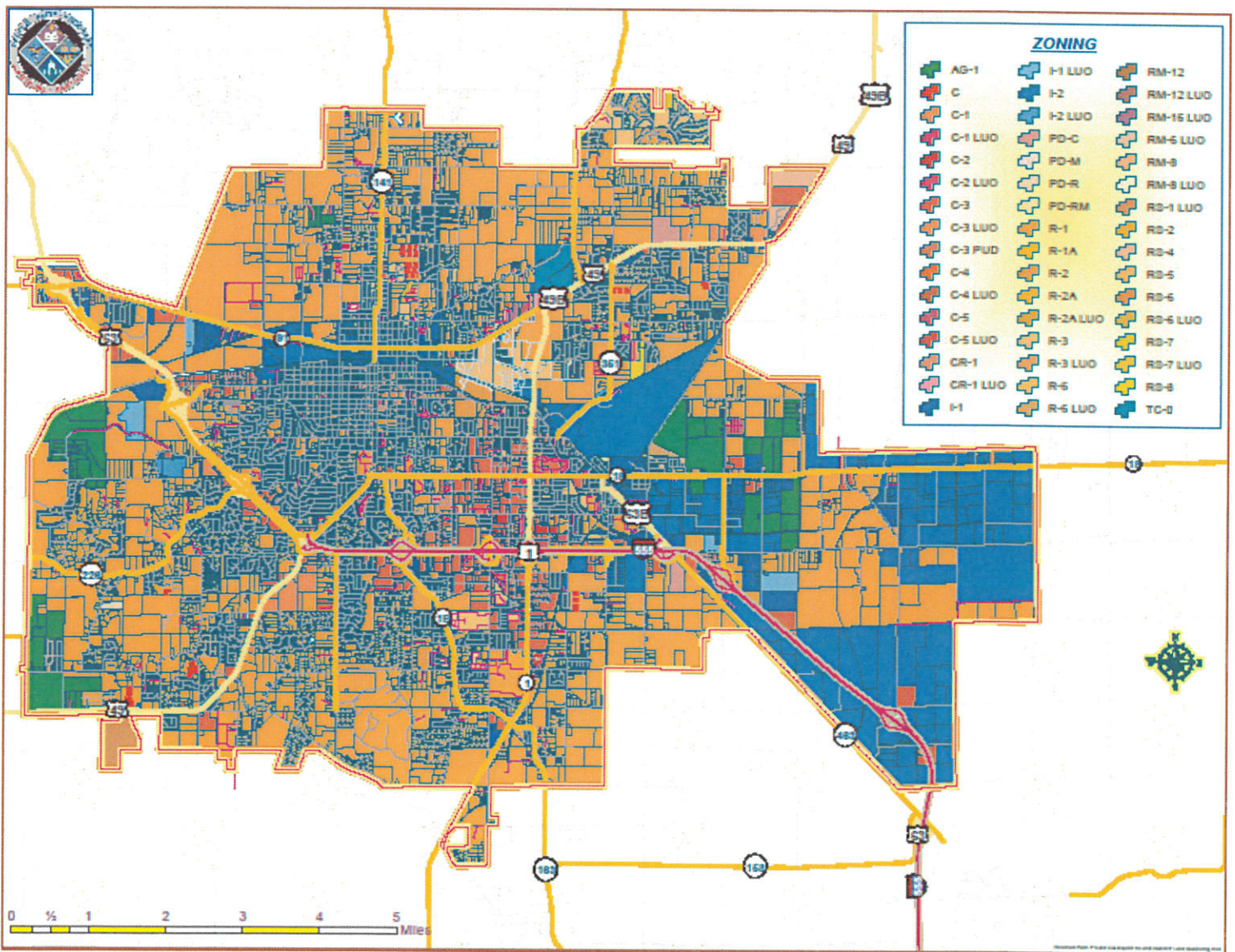
IV. Planning Study Area Boundary

The Land Use Study or Planning Area Boundary delineation is defined by a 1-mile buffer beyond the City Limits. This determination was guided by the most available data to the City provided through the GIS Mapping department and the County Assessor's Office.



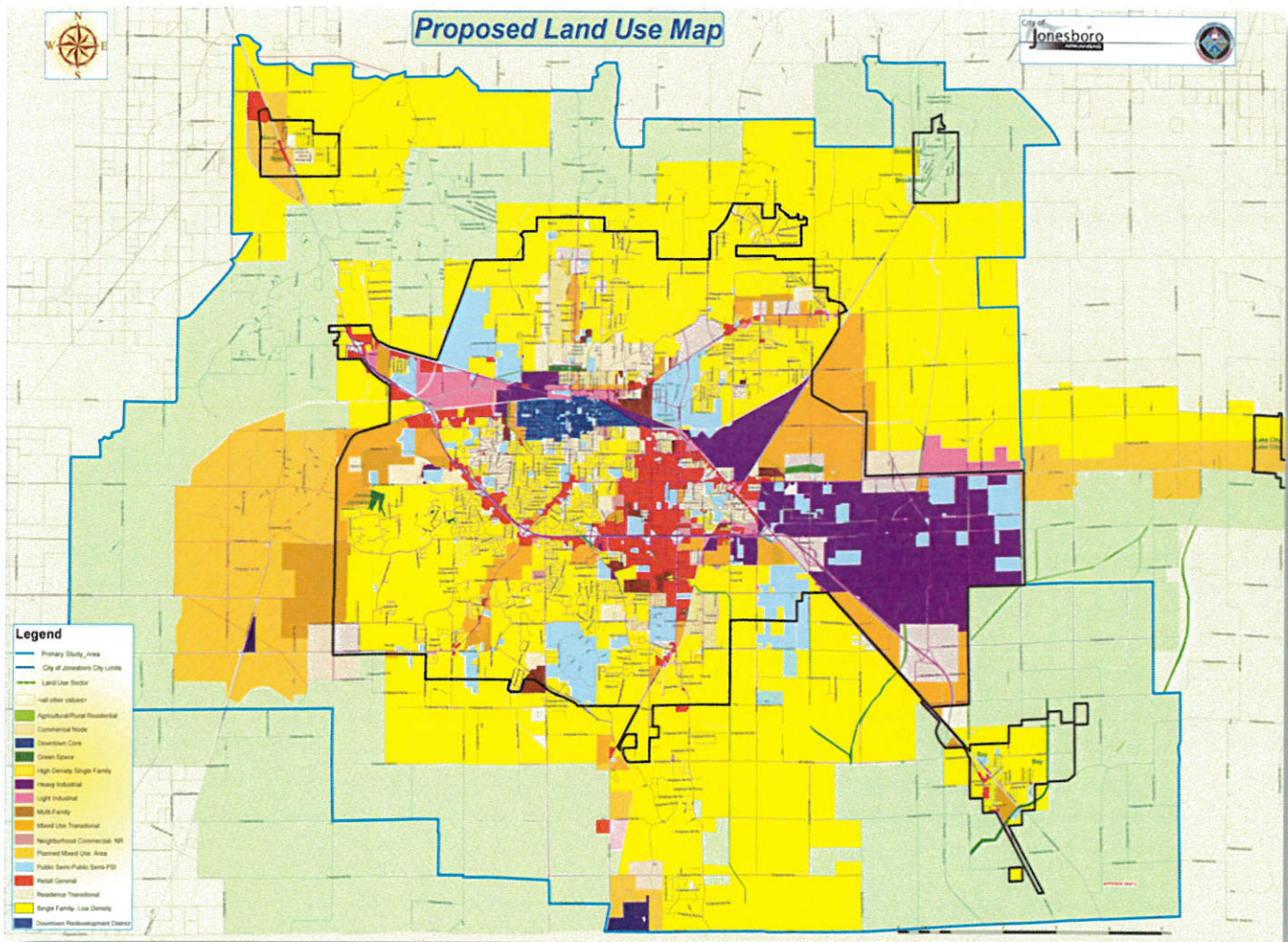
V. Existing Land Uses

Due to major annexations that took place in April, 1989, large tracts of undeveloped land, much of which is agricultural, lie within the city limits. Also, because of major institutions such as Arkansas State University, St. Bernard's Regional Medical Center, NEA Baptist Hospital, the Arkansas Human Development Center, City Water and Light, among others, large portions of land have some form of institutional use or are reserved for future needs by those institutions.



VI. 2017 Land Use Plan

The Land Use Plan for Jonesboro preceding this one was adopted in May 2015. Since that time Jonesboro has continued to grow and expand. In 2016 it was announced that two convention centers were looking at Jonesboro. Both have been in the planning phase since their announcement. With Greensboro Village starting construction and the continued growth in the city, there is a need to keep our Land Use Plan up to date. Therefore the LUAC has met and provided updates to the 2015 Plan to stay current with the continued growth of our city.



VII. Current Land Use Plan

This new Land Use Plan has elements in common with the one that preceded it, namely:

1. It has a strong emphasis on urban design. Jonesboro residents are concerned about the appearance, design, and form of their community.
2. It provides flexibility in the arrangement of future land uses, while striving to avoid strip development and to promote a more pedestrian, bicycle and transit-friendly community.

A. Growth Sectors

In order to provide more flexibility, the number of land use categories has remained the same from the 2015 plan. The concept was introduced by noted Arkansas planner Jim Von Tungln, and is loosely based on the urban-to-rural transect model used in some communities outside the state. The idea is to sort land uses based on their intensity, and the appropriateness of public facilities and resources available in each area to meet the intensity of impacts that result from the land use. For example, lower intensity development would be appropriate in flood prone areas where sewer is lacking, while more intense uses would be appropriate on major transportation arteries.

The combining of multiple land uses into growth sectors provides more responsible options to land owners or potential developers in seeking either re-zoning or development approvals. This will reduce the conflicts currently arising from re-zoning requests that are not consistent with the land-use plan.

Growth sectors also take into account a number of factors that determine what uses may be appropriate in a specific location. This will allow the planning commission to make decisions based on physical characteristics, availability of utilities, topography, size and bulk of planned buildings, contextual appropriateness, and efficiency of public resources.

While this approach serves to offer more flexibility in land use designation, it includes clear and concise zoning standards. **These standards will allow the planning commission and city council to make decisions that will protect the health, safety, and welfare of all within the planning area boundary.**

The Land Use Plan, in and of itself, does not change any of the existing underlying zoning. It only sets out the rough parameters for zoning of parcels that will be developed or redeveloped.

Additionally, the boundaries of each land use are intended to be a general guide to the appropriate development. If a proposed development meets the underlying intent of the land use description and is contiguous with that land use, it may extend into areas designated as a different land use.

B. Open Space

The Land Use Committee has shown a strong preference for the development of more open space and parks throughout the city. This Plan encourages the preservation of open space and development of linear parks and trails in the vicinity of creeks and floodways as indicated on the map. As summarized in the findings, this Plan does not provide a comprehensive study of parks and open space, but challenges the city to consult with experts to evaluate possible connectivity and coordination along the various natural suitable lands and existing utility line easements.

C. Commercial Nodes

This plan establishes two types of commercial nodes, with a different rationale for each:

1. Residential Neighborhood Commercial Nodes (RNC) - Areas suitable for convenience stores, car washes, dry cleaners, small bank branches and other services for area residents have been designated on the map in less densely developed areas, in accordance to the Zoning Ordinance. The intent of these nodes is to protect the underlying intensity of land uses in a given area, but prevent people from “having to drive 2-3 miles to buy a gallon of milk or diapers.” Other areas not currently designated on the map may be suitable for a Residential Neighborhood Commercial Node, but such development should only be considered near the intersection of two functionally classified roads as noted on the Master Street Plan, and also may only apply to property subject to rezoning, which has been submitted through the Planned District, Village Residential or Town Center Application Process.

2. High Intensity Commercial Nodes (HIC) - As with the 2015 Future Land Use Plan, this Plan seeks to limit strip development. Where it already exists, no attempt was made to change High Intensity strip development, but in areas where it is expected to occur in the next five-to-ten years, Commercial Nodes have been designated. According to Urban Land Institute guidelines, the “peak nodes of high-intensity, mixed-use residential and commercial development should be interspersed with stretches of low-intensity land uses or open space.”¹ This means that zoning property along major and minor arterials for high intensity uses is strongly discouraged in this Land Use Plan unless it is within the node or is property subject to rezoning, which has been submitted through the Planned District, Village Residential or Town Center Application Process.

D. Overlay Districts

Definition: An Overlay District is hereby established within the city consistent with the objectives of the Land Use Plan adopted by the City. The overlay corridors are the main

entryways” into the City of Jonesboro. These access points define how people perceive the City of Jonesboro when coming into our city. As the main entry points these areas should show the best of what Jonesboro has to offer. The purpose of the Overlay District is to protect and enhance the scenic quality of the City’s highways and primary corridors designated below, create design stands for developments, and provide effective land use planning and facilitate traffic flow.

Overlay areas: The following streets will be defined as overlay areas into the City of Jonesboro. These overlay areas will run along the listed streets and shall be adjacent to the streets for a distance of 300 feet from the street right-of-way. If a portion of the property falls within the boundary of the overlay area, the whole property will be held to the requirements of the overlay area.

Southwest Drive (Hwy 18/49) from West City Limits to Culberhouse Road

I-555/Hwy 63 the entire length inside the city limits of Jonesboro

West Washington from I-555 to Gee Street

Stadium Drive (Hwy 1) from city limits to I-555

Red Wolf from I-555 to Johnson

Nettleton from South city limits to Red Wolf

Johnson from North city limits to Red Wolf

Dan Avenue (Hwy 91) from Hwy 63 to Gee Street

Highland (Hwy 18) East city limits to Red Wolf

Church (Hwy 141) from North city limits to Johnson

Old Greensboro Road (Hwy 351) North city limits to Johnson (Hwy 49)

Landscape: In addition to the requirements for landscaping in the City of Jonesboro, the property inside the overlay, corridors will be required to add additional landscape. Buffers Yards: All area will be required to have front, rear, and side buffers yards. Front shall be 25’ grass vegetative buffer. Side yards shall be 10’ grass vegetative buffer, Rear yards shall be 10’ grass vegetative buffer, and exterior side yards shall be 15’ of vegetative buffer. In addition to the buffer areas, the front and exterior side yards shall have trees planted on 25-foot centers. Tree species to be planted within these corridors should be consist of plants that are native to the area.

Signage: Monument signs shall be the only type of signage allowed off the buildings in the Overlay District. The monument sign shall be ground mounted and match the architectural features of the building. The maximum height of the monument shall be eight feet in height for a single tenant building, and twelve feet in height for a multi-tenant building. The advertising area of the sign cannot contain over 50 percent of the sign face as changeable copy. Changeable copy can be static or LED but cannot be flashing, rotating, or distracting to “motorists” and/or “road users”. Signs shall be limited to no more than one sign per lot unless the lot width is greater than 300’. If greater than 300’, the lot may be allowed an additional monument sign for every 300’ of frontage.

Design Requirements: All new buildings within the Overlay District shall be required to have exterior features of at least 80% brick, wood or stone. Glass, architectural metals and stucco should only be used as accent features for the building. If parking lots are located in the fronts of the buildings, they should include landscaping islands at a ratio of one island for every ten parking spaces. All parking lot lighting within the overlay district shall be limited to full cutoff fixtures with a pole height not to exceed 18 feet. There shall be no light spillage onto adjacent property within this district.

E. How the Land Use Plan Relates to Zoning

The Land Use Plan is the basis for zoning and other land development regulations, so that the zoning of any newly annexed property or rezoning of existing property should conform to the prescribed land uses. The procedure outlined above for revisions to the Plan should ensure that the Plan remains current and appropriate for the existing conditions. Nevertheless, the intent of this Land Use Plan is to be flexible, so that any number of uses are appropriate within a given Growth Sector, as long as they meet the following conditions:

Number of residential units per acre is appropriate,

Traffic produced by the development should not exceed the prescribed number of peak hour trips as estimated by the Institute of Transportation Engineers Trip Generation Manual.

Design, open space or other requirements of any overlay district that may be established in the area are met.

Commercial development in rural, low and moderate zones are of the type listed for each zone and are confined near the intersection of functionally classified roads as shown on the Master Street Plan.

Height restrictions are met.

V. Existing Land Uses

Due to major annexations that took place in April 1989, large tracts of undeveloped land, much of which is used as agricultural but zoned R-1 Single Family Residential, lie within the city limits. Also, because of major institutions such as Arkansas State University, St. Bernard's Regional Medical Center, NEA Baptist Hospital, the Arkansas Human Development Center, City, Water and Light, among other large portions of land have some form of institutional use or reserved for future needs by those institutions.

F. Future Land Use Committee Recommendations

During the process of developing the land use plan, there were numerous suggestions about how the committee would like to see future development with the city. The following list and definitions were ideas which the land use committee felt should be explored by the Metropolitan Area Planning Commission and the Jonesboro City Council.

Landscape Ordinance: All members of the committee agreed that the current landscape ordinance in use within the city is inadequate. All felt that a more restrictive ordinance requiring more greenspace, buffer areas, trees and shrubs should be explored.

Form Based Codes The committee likes the idea of Formed Based Codes. They suggested that as the city continues to move forward we should look at setting aside certain areas and converting that area into a form based code redevelopment area. These would be best in areas that are adjacent to the central core of Jonesboro and have an established street network in place. New urban street design helps repair city streets that were damaged by car-oriented traffic engineering.

Redevelopment Areas: These areas can be tied into the Formed Based Code design principles. They should be in areas that have experienced their first life cycle. They should be well defined areas that are easily monitored for improvement. The areas should be more concerned with form than traditional Euclidian zoning.

The committee recommended the following areas to be studied as redevelopment areas within the City of Jonesboro;

- Johnson Avenue
- Gee Street
- Old Nettleton Area

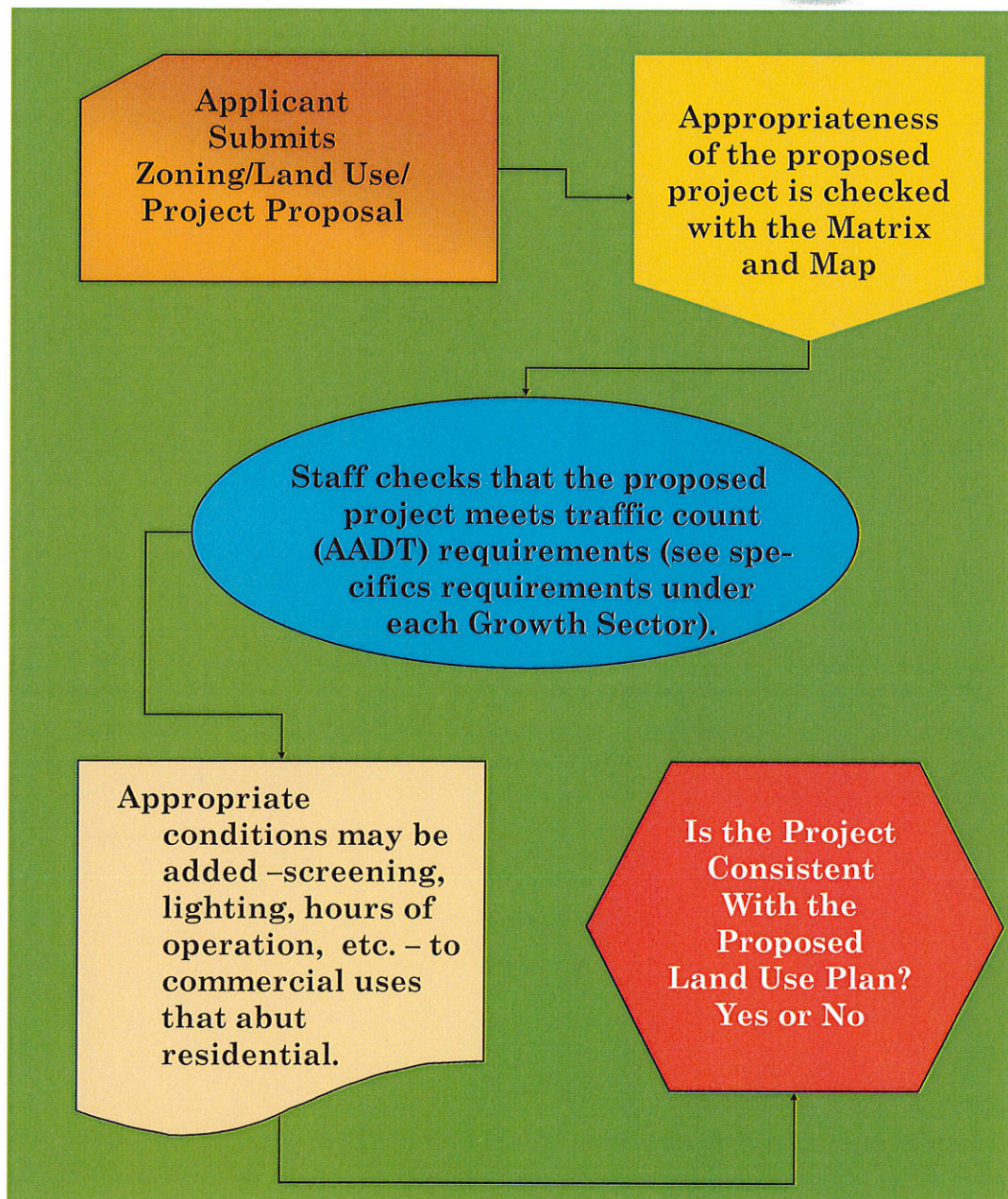
The Late Daniel Burnham made the following statement about planning for the future of a city;

“Make no little plans. They have no magic to stir men's blood and probably themselves will not be realized. Make big plans; aim high in hope and work, remembering that a noble, logical diagram once recorded will never die, but long after we are gone will be a living thing, asserting itself with ever-growing insistency.”
— Daniel Burnham

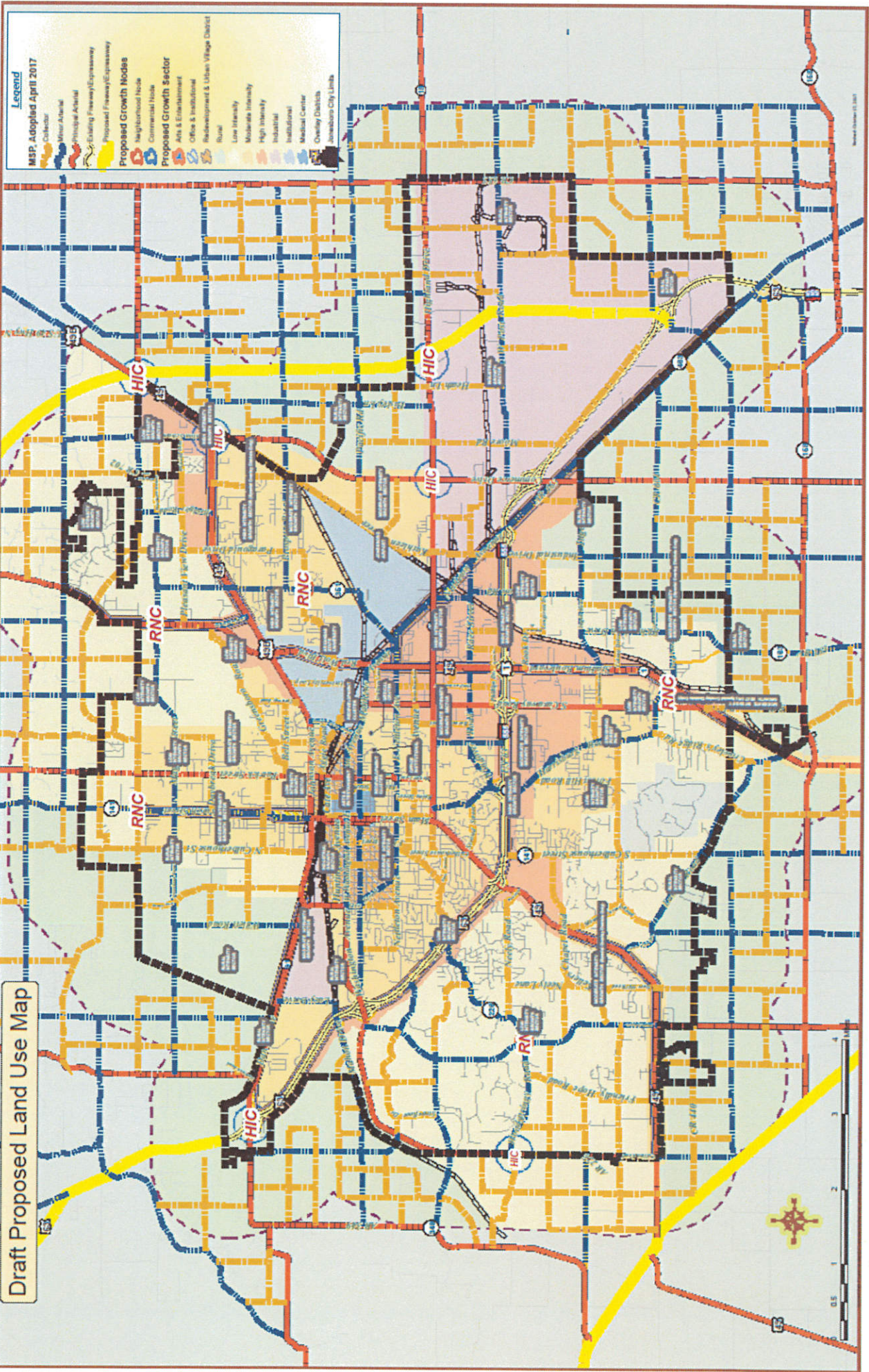
Growth Sector Categories- Table 1

Zoning Categories that Fit w/ Existing Land Uses (Newest Ordinance)	RURAL--This sector has low intensity uses that occur in areas traditionally devoted to agriculture. Typically no sewer is available. Limited development is advisable in some areas due to possible flooding. Small-scale businesses may be allowed at crossroads to serve needs of surrounding residents. Agricultural businesses may also be allowed at crossroads.	LOW INTENSITY --in this area transportation arteries are few and services like sewer are sparse. People move to these areas because they like the open feel, so that limited commercial development is allowed only at the crossroads of arterial and collector roads.	MODERATE INTENSITY-- A wider mix of land uses is appropriate in this sector. Control of traffic is the most important consideration. Where commercial abuts residential, limits on hours of operation, lighting standards, screening, etc. is appropriate.	HIGH INTENSITY--A wide range of land uses is appropriate in this zone.	INFILL/REDEVELOPMENT-- Receiving areas for redevelopment, where existing development has either been removed or has become functionally or physically obsolete.	DOWNTOWN, historic neighborhoods, Annexed neighborhoods with historical identity
Current Zoning Districts	Rural	Low Intensity	Moderate Intensity	High Intensity	Infill/Redevelopment	Downtown
Agricultural	X	X				
Rural Residential	X	X				
R-O Single-Family Low Density		X				
R-1 Single Family Medium Density						
RS-1 Thru RS-8 Single Family			X			
R-1A Single-Family High Density				X		X
R-2 Multi-Family Low Density			X			X
RM-4-12 Low Density						X
R-2A Multi-Family Medium Density				X		X
R-3 Multi-Family High Density				X		X
RM-16 or Higher Density Multi-Fam.				X		X
C-5/CR-1 Neighborhood Commercial			X	X		
C-4 Neighborhood Commercial	X	X	X	X		
C-3 General Commercial				X		
C-2 Downtown Fringe Commercial			X	X		X
C-1 Downtown Core Commercial				X		X
I-1/I-2 Industrial Districts				X		
Residential Neighborhood Commercial Nodes (RNC)	[Yes for Planned Districts/Town Center/Village Residential only]	[Yes for Planned Districts/Town Center/Village Residential only]	[Yes for Planned Districts/Town Center/Village Residential only]	[Yes for Planned Districts/Town Center/Village Residential only]		
High Intensity Commercial Nodes (HIC)				[Yes for Planned Districts/Town Center/Village Residential only]	[Yes for Planned Districts/Town Center/Village Residential only]	[Yes for Planned Districts/Town Center/Village Residential only]

Plan Process Flowchart 1



Draft Proposed Land Use Map



Legend
MSP, Adopted April 2017

- Collector
- Minor Arterial
- Principal Arterial
- Existing Freeway/Expressway
- Proposed Freeway/Expressway
- Proposed Growth Nodes
 - Neighborhood Node
 - Commercial Node
- Proposed Growth Sector
 - Arts & Entertainment
 - Office & Institutional
 - Redevelopment & Urban Village District
- Road
 - Low Intensity
 - Moderate Intensity
 - High Intensity
 - Industrial
 - Institutional
 - Medical Center
 - Overlay Districts
 - Jacksonville City Limits

Chapter VIII: Growth Sectors

A. Rural Intensity

Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

Typical Land Uses:

- Large lot single family residential
- Commercial businesses serving agricultural needs
- Small retail to meet needs of local residents
- Convenience store/gas station (at intersections of Collector and above)
- Neighborhood Markets
- Open Space
- Agricultural (Crop/animal)
- Stable or kennel
- Churches
- Institutional (wastewater treatment plants, sludge ponds, water towers, landing strips, cell towers, drainage ways)

Density: Single Family Residential on > 5 acre lots

AADT: N/A



Fig. 1: Example Rural Development Type-Service Commercial



Fig. 2: Example Rural Development Type-Vacant Residential or Agricultural



Fig. 3: Example Rural Development Type-Large Lot Residential



Fig. 4: Example Rural Development Type-Service Commercial-Tractor Supply



Fig. 5: Example Rural Development Type-Service Commercial-Fueling Station

B. Low Intensity

Low intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that way, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at the crossroads of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. Also, limits on hours of operation, lighting standards, screening from residential uses, etc. are appropriate.

Typical Land Uses:	Moderate to large lot single family residential developments Neighborhood markets Neighborhood convenience stores Neighborhood services (dry cleaners, carwashes, small banks) Senior Living Centers/Nursing Homes, etc. Stable
Density:	Single Family Residential on 1/5 to 5 acre lots
Height:	40 feet
Traffic:	Approximately 100 peak hour trips (Commercial Only)



Fig. 6: Example Low Intense Type- Neighborhood Market



Fig. 7: Example Low Intense Type- Larger Lot Residential



Fig. 8: Example Rural Development Type-Service Commercial-Convenience Store



Fig. 9: Example Low Intense Type- 1/3 Acre Lot Residential

C. Moderate Intensity

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

- Typical Land Uses:**
- Single Family Residential
 - Attached Single Family, duplexes, triplexes and fourplexes
 - Neighborhood retail, Neighborhood services
 - Office parks
 - Smaller medical offices
 - Libraries, schools, other public facilities
 - Senior living centers/nursing homes, etc.
 - Community-serving retail
 - Small supermarket
 - Convenience store
 - Bank
 - Barber/beauty shop
 - Farmer’s Market
 - Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



Fig. 10: Example Moderate Intense Type-Nursing Home



Fig. 11: Example Moderate Intense Type- Retail Service



Fig. 12: Moderate Intense Type- Retail/Office



Fig. 13: Example Moderate Intense Type- Retail Service

Fig. 14: Example Moderate Intense Type- Retail Service

Fig. 15: Example Moderate Intense Type- Small Lot Res.

Fig. 16: Example Moderate Intense Type- Retail Service

D. High Intensity

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:	<ul style="list-style-type: none"> Regional Shopping Centers Automotive Dealerships Outdoor Display Retail Fast Food Restaurants Multi-family Service Stations Commercial and Office Call Centers Research and Development Medical Banks Big Box Commercial Hotel
Density:	Multi-family 8-14 Dwelling Units per acre
Height:	150 feet
Traffic:	This will be located along arterial streets with high traffic volume.



Fig. 17: Example High Intense Type- Retail Service



Fig. 18: Example High Intense Type- Retail Service



Fig. 19: Example High Intense Type- Small Lot Res.



Fig. 20: Example High Intense Type- Retail Service



Fig. 21: Moderate High Type- Retail/Office

E. High Intensity Commercial Nodes

The sections identified on the land use map as high intensity consist primarily of areas where high intensity uses are already in place and strip development is common.



Fig. 22: Example-High Intense Commercial Nodes



Fig. 23: Example-High Intense Commercial Nodes



Fig. 24: Example-High Intense Commercial Nodes



Fig. 25: Example-High Intense Commercial Nodes



Fig. 26: Example-High Intense Commercial Nodes



Fig. 27: Example-High Intense Commercial Nodes



Fig. 28: Example-High Intense Commercial Nodes



Fig. 29: Example-High Intense Commercial Nodes



Fig. 30: Example-High Intense Commercial Nodes



Fig. 31: Example-High Intense Commercial Nodes



Fig. 32: Example-High Intense Commercial Nodes



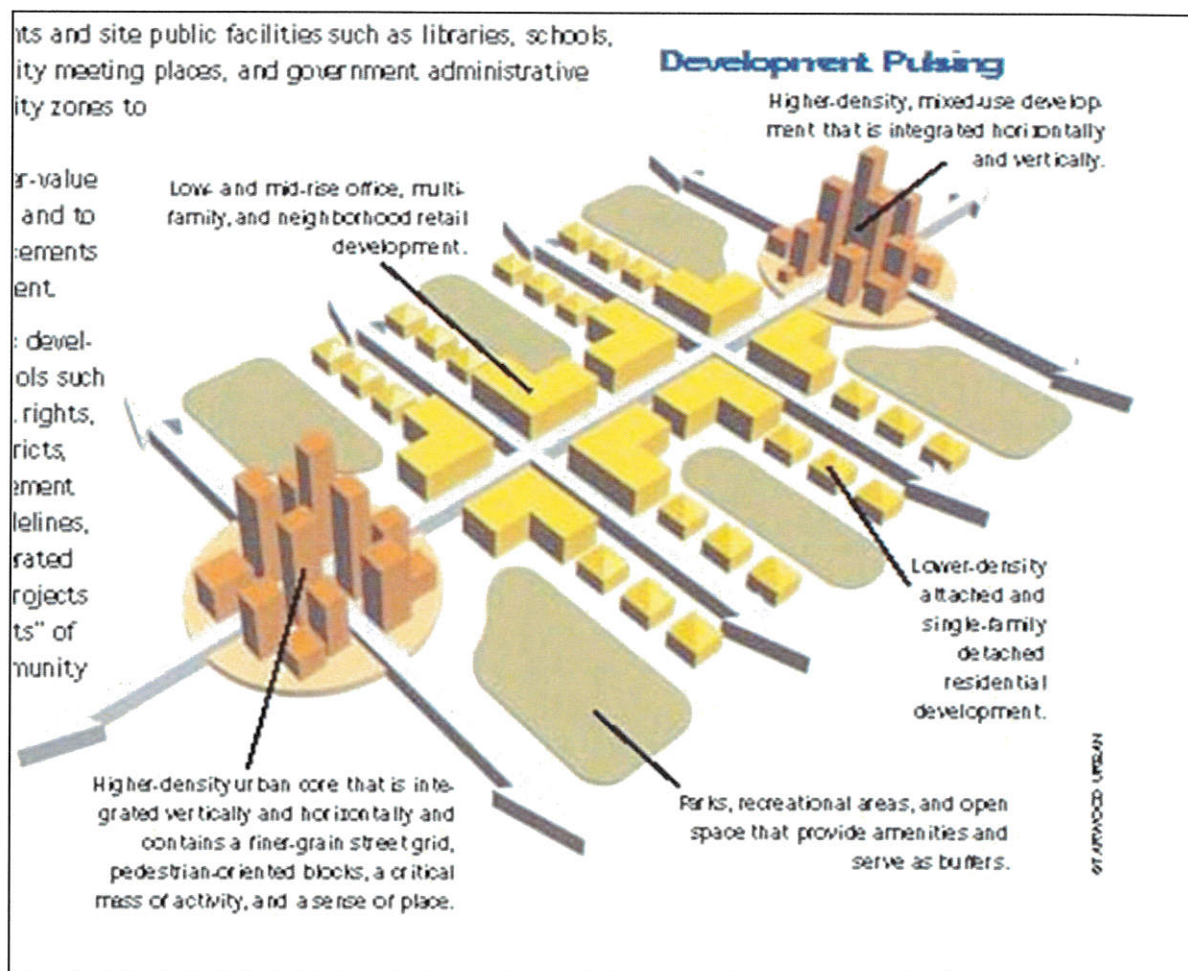
Fig. 33: Example-High Intense Commercial Nodes

However, future strip development is discouraged, to be replaced by what the Urban Land Institute calls “pulsed nodes of development,” that are areas of mixed-use residential and commercial development interspersed with stretches of low-intensity land uses or open space as shown below.

High Intensity Commercial Nodes may contain most of the land uses listed under High Intensity, but they are to be clustered in 40-200 acre developments or combinations of developments situated within a ¼-1/3 mile radius of the intersection of arterial roadways. Use of high quality materials, good design, on-street parking, landscaping, and open spaces will be key features of developments contained in these nodes. Good connectivity for bicycle and pedestrian transportation will be featured, as well as appropriately placed bus stops.

High Intensity Commercial Nodes (Cont.)

- Typical Land Uses:** Multi-family
Attached single family residential
Retail
Medical and Professional, Banks
Commercial, office, and service
Hotel
- Density:** 6-14 units per acre for Multi-family
- Height:** 150 feet
- Traffic:** This will be located along arterial streets with a high traffic



volume

F. Downtown

Downtown is the focal point of Jonesboro. The compact, walkable environment is the hub of employment, entertainment, civic and cultural activities, with a mix of housing types thrown in. Downtown Jonesboro is symbolic of the growth of the Jonesboro area, starting with the historic downtown commercial buildings, St. Bernard's Regional Medical Center, the Craighead County Courthouse, and the Jonesboro Municipal Center, plus the traditional grid street network. Design guidelines developed by the City in conjunction with the Downtown Jonesboro Association, as well as appropriate setback, parking, on-street parking, landscaping, and open space requirements will help maintain the downtown feel. Outdoor seating for restaurants, pocket parks, and plazas will encourage strolling and will add to the sense of place. Additionally, the wide range of uses will help to ensure this area remains vital seven days a week.

Downtown Clusters

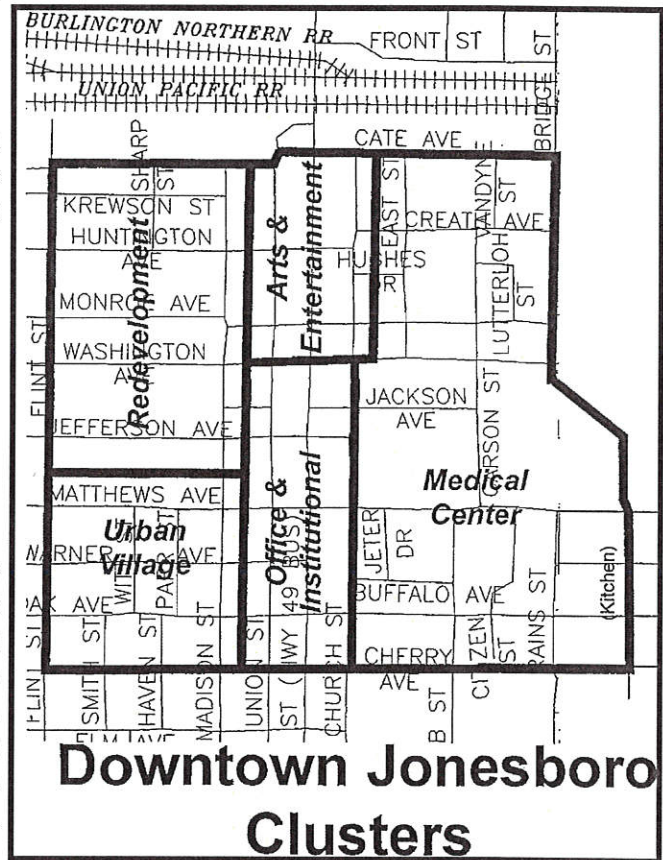
The following clusters are currently in place in Downtown Jonesboro, as originally derived by the Hyett Palma Study:

- Medical Center;
- Office and Institutional;
- Urban Village; and
- Arts and Entertainment

1. Medical Center

With the presence of St. Bernard's Regional Medical Center as well as its medical, clinical offices, and facilities owned also by NEA Baptist Hospital - Bernard's - Downtown is home to a considerable medical center cluster. This is perhaps the strongest cluster within Downtown Jonesboro, at this time, and one that is expanding continuously.

The entire Medical Mile area has evolved in a very positive fashion over time. This has promoted a major clean-up and enhancement of the edges of the Medical Center Cluster as originally recommended by the Hyett Palma Study. The efforts should continue to promote links between the Medical



Source: *Downtown Hyett Palma Study- 1999;*
 Note this map does not reflect area boundaries of the current/proposed land use map.

Center Cluster and the other clusters within Downtown, as well as the Arkansas State University Campus.

The Medical Center Cluster is composed mostly of "hard materials - e.g., brick, concrete, and asphalt - and contains little in the way of greenery, at this time. It is evident with the new greenway pedestrian trail that this cluster will continue to evolve with increasing numbers of trees, flowers, landscaping, adequate parking facilities, and open space.

The Hyett Palma Study has noted that this area can have a huge impact on the overall visual appeal of Downtown. Therefore, it is suggested that the institutions located within this Medical Center Cluster set an example in making Downtown a beautiful aesthetically pleasing area through attention to building design, landscaping, and signage.

2. Office and Institutional Cluster

This cluster is comprised primarily of County government facilities, the attendant professional service firms that tend to locate near County facilities, and churches. Downtown Jonesboro is fortunate to have this concentration of uses and the employees and patrons they bring into Downtown on a daily basis.

The Office and Institutional Cluster should be reinforced through the following actions.

County government, professional offices, and churches should continue to be concentrated in this cluster.

This is an area of higher density within Downtown, which is appropriate. And, as infill development occurs in this cluster, it should continue the higher density pattern now found here.

Strong pedestrian links should be maintained between this and other clusters within Downtown - especially with the Arts & Entertainment Cluster described below. This is extremely important since the employees and patrons of the Office and Institutional Cluster are a built-in customer base that can influence the success of the Arts & Entertainment Cluster.

The visual appeal of the Office and Institutional Cluster should be improved through high quality building design and construction and the paving and landscaping of all parking lots in the cluster.

All new real estate development projects occurring in this cluster should be required to accommodate the parking needs of their employees and clients.

3. Urban Village Cluster

This is a very appealing residential area which should be recognized as a valuable asset - one which Downtown and the City are fortunate to have.

Downtown's Urban Village should be reinforced through the following.

The private and public sectors should do everything possible to encourage families to restore and invest in property within this cluster.

Financial institutions should become involved in this area enhancement by offering favorable mortgage terms to those interested in buying and restoring homes here.

The public and private sectors should recognize the value of this cluster as a close-in

residential enclave of great charm - and one that provides Downtown with a customer base of residents who can walk to employment, businesses, and cultural venues within Downtown.

4. Arts & Entertainment Cluster

This is a very important area within Downtown Jonesboro since:

- It is the area of Downtown that contains the greatest concentration of older commercial buildings;
- It is the area of Downtown about which the community is most concerned; and
- It is the area of Downtown which offers the only possibility of creating the day-to-evening animation so desired by the community.

The Arts & Entertainment Cluster should be orchestrated by:

- Creating a concentration of unique art, entertainment, food, and retail uses in the 'first floor spaces of this cluster;
- Filling the upper stories of buildings within this cluster with market rate housing;
- Focusing attention first on Main Street - creating a cluster of recommended uses along this street first and then building out from there; and
- Enhancing the Arts & Entertainment Cluster to be an area that is very pedestrian-oriented.

5. Redevelopment Cluster

The enhancement of this area represents a longer-term effort. Investment in the Redevelopment Cluster will increase after values increase in the remainder of Downtown. In other words, enhancement of the Downtown Redevelopment Cluster will become feasible after the balance of Downtown's market has been strengthened.

At that time, enhancement of the Redevelopment Cluster should be orchestrated by:

- Encouraging a mixture of uses to be developed in this area, including offices, services, government facilities, and housing;
- Recognizing that this cluster is not an appropriate location for general retail uses;
- Encouraging quality real estate *development* projects similar to those which have recently occurred along Washington Avenue between Flint and Madison streets; and
- Recognizing the importance of code enforcement in this area.

a. Downtown-University Corridor (Aggie Road Connector)

Revitalization of the Downtown-University Corridor is, in reality, a journey rather than a project. As master developer is being sought to lead, inspire, envision and catalyze the work that must be done. Jonesboro community must assume the leadership role and promote a development that transforms the corridor into a dynamic, integral component of the city, and a point of pride for the entire community.

Initial focus is anticipated to be from the brownfield (former shoe factory) site (Patrick/ Aggie Rd.), creating safe, inviting, walkable areas which can provide attractive residential options for a multigenerational community, from students and young couples or families to seniors in independent or assisted living.

The second aspect is the linkage to downtown. This will focus not only on additional residential offerings, but also on retail, restaurant and entertainment spaces, complementing and extending the vibrant downtown area. Two potential anchor properties are envisioned: first, redevelopment of the railroad roundhouse as a retail and entertainment or community center; numerous examples of such projects, which have been highly successful, are available. To the east of the round-house, the largely vacant land would lend itself to outdoor recreational space, possibly including a water park. The other attractive opportunity would be the existing ice plant, which appears to have potential as a restaurant / music venue.

Redevelopment would keep the street grid basically intact, but with upgrades to improve north-south connectivity, knitting North Jonesboro more tightly into the greater Jonesboro community with improved access to medical services and other destinations, and multimodal capabilities for east-west connections to encourage not only better traffic flow but also support upgraded transit capabilities and enhanced pedestrian and cycling opportunities. All of this will create greater activity in the neighborhood, which not only adds vibrancy but also serves to enhance safety by putting more “eyes on the street”.

A key aspect of the redevelopment plan will be working to mitigate the negative impact of the rail lines, which coincides with the City’s initiative to work with UP and BNSF to resolve traffic issues. Traffic improvements will need to accommodate pedestrians and cyclists as well as vehicles, and as noted previously, berms and plantings can be incorporated not only for noise mitigation but also to provide greater safety and security for railroad property.

Improved access across the rail lines, together with upgrades of north-south streets will support ongoing revitalization efforts for North Jonesboro by knitting it more closely into the fabric of the greater community. These projects will also support and enhance continued development to the northeast along Johnson.

Large-scale redevelopment will also provide an opportunity to address drainage and stormwater issues which have weighed on the area for many years. As an example, detention facilities can be incorporated in residential projects as well as recreational / greenspace areas as water features.

b. Downtown

- Typical Land Uses:**
- Multi-family
 - Attached single family residential
 - Retail
 - Medical and Professional Offices
 - Public Plaza
 - Pocket Park
 - Parking Deck
 - Museums and Libraries
 - Live/work/shop units
 - Sit-down Restaurants
 - Corporate Headquarters
 - Conference Center
 - Government Buildings
 - Commercial, office, and service
- Density:** 6-14 units per acre for Multi-family
- Height:** 6 stories
- Traffic:** No more than 300 peak hour trips



Fig. 34: Example-Downtown



Fig. 35: Example-Downtown



Fig. 36: Example-Downtown



Fig. 37: Example-Downtown



Fig. 38: Example-Downtown



Fig. 39: Example-Downtown



Fig. 40: Example-Downtown



Fig. 41: Example-Downtown

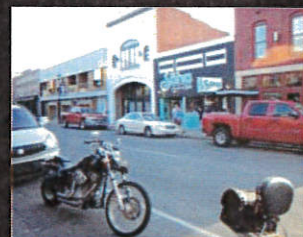


Fig. 42: Example-Downtown

G. Industrial

Industrial uses include those considered “heavy,” such as large-scale manufacturing and production concerns, including assembly and processing, regional warehousing and distribution, bulk storage and utilities. These areas are located in close proximity to the major transportation corridors, and should generally be buffered from surrounding development by transitional uses or landscape areas that increase in size as development intensity increases. Heavy industrial centers may require larger sites because activities are not confined entirely to buildings. Conveyor belts, holding tanks, smoke stacks, or outdoor storage all may be present in a heavy industrial center.

Smaller scale “light” industrial uses include warehousing, storage, limited manufacturing, research and development, laboratories, transportation terminals, and wholesale activities in enclosed facilities without offensive emissions or nuisance.

H. Institutional/Special Land Uses

Land uses in this category represent a unique and single purpose function for which normal zoning classifications do not apply. Their locations are often determined by functional necessity. They include the following land uses:

Airports	Prisons
Public Facilities	Wastewater Treatment Plant
Arkansas State University	Stadium
Schools	Healthcare Campus



Fig. 43: Example - Industrial

Future Land Use Plan Recommendations:

Because of specialized expertise needed and the amount of detailed analysis deserved, the LUAC forwards the following priority items to the MAPC & City Council:

- The City should in the very near future consider contracting out a Master Parks & Recreation Plan.
- Begin individual Neighborhood Study/Plans, starting with already established Neighborhood Associations/Areas.
- The City Should develop individual Corridor Study Plans.
- The City Should refine and adopt an Updated Greenway/Open Space/Bikeway Plan.
- The City Should adopt a Master Sidewalk Plan.

AS PRESENTED BY
LAND USE ADVISORY COMMITTEE

January 29, 2018

William Hall, Arkansas State University	Carroll Caldwell, Coldwell Banker Village Communities, Inc.	Darren May, Abilities Unlimited
Eric Scarbrough, P.E. Jonesboro Citizen	Jerry Halsey, Jr. Halsey, Thrasher, Harpole, Inc.	Michael Sullivan Suddenlink Communications
Kevan Inboden, P.E. Special Projects Administrator , City Water & Light	Gene Vance Jonesboro City Council	George Hamman, P. E. Civilogic Engineering
Pam Alexander, HarnessPoint Community Solutions	Ray Osment	Joseph Msall Center Point Energy
Terry G. Bare, PS, Fisher Arnold	James Dunivan Nettleton Public Schools	Rusty Travathan
John Fain		

Staff:

Craig Light, P.E., C.F.M., City Engineer
Derrel Smith, Planning Director
Edward Tanner, Chief Operations Officer
Erica Tait, M.P.O. Director
Jonathan Smith, Planner
Tracy McGaha, Planner
Wixson Huffstetler, Parks Director



Legislation Details (With Text)

File #:	RES-18:015	Version:	1	Name:	ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR THE UHI EMERGENCY SERVICES ACCESS
Type:	Resolution	Status:			To Be Introduced
File created:	2/15/2018	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR THE UHI EMERGENCY SERVICES ACCESS (2018:11)				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Contract Documents 2018 11				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR THE UHI EMERGENCY SERVICES ACCESS (2018:11)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for the UHI Emergency Services Access; and

WHEREAS, the low bidder and the firm selected for the UHI Emergency Services Access is Shannon Kee Construction, LLC.; and

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

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Shannon Kee Construction, LLC for the UHI Emergency Services Access.

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

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



Specifications

For

**UHI Emergency
Services Access**

(Bid #2018:11)

Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

**ADDENDUM NO. 1 – 2018:11
CITY OF JONESBORO
UHI EMERGENCY SERVICES ACCESS
FEBRUARY 8, 2018**

TO: Proposal Holders – 2018:11
SUBJECT: Project Clarification

Item 1: Clarifications

The City of Jonesboro will provide the survey stakeout on the project.

Subgrade and Aggregate Base Proof Roll in accordance with City standards. No other soils testing is required.

Disposal of overburden soil will be the Contractor's responsibility. i.e. There is no agreement with the school.

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

Sincerely,



Michael Morris, P.E.
Civil Engineer

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the UHI Emergency Services Access 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 February 14, 2018 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct the UHI Emergency Services Access. All Submissions shall be annotated on the outside of the envelope with the bid number 2018:11.

The project consists of the construction of approximately 250 L.F. of a two-lane access road from Lake Drive to University Heights Intermediate School parking lot.

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 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.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the UHI Emergency Services Access, Bid Number 2018:11 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

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

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

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place JONESBORO, ARKANSAS
Date 2/14/18

Proposal of SHANNON KEE CONSTRUCTION, LLC.

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 UHI Emergency Services Access.

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):

ADDENDUM #1 Dated FEBRUARY 8, 2018
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 TWO THOUSAND SIX HUNDRED EIGHT DOLLARS AND SIXTY-THREE CENTS Dollars (\$ 2,608.43), 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.

Susan Rainwater
(Witness)

901 NORTH CHURCH STREET
JONESBORO, ARKANSAS
(Address) 72401

SHANNON KEE CONSTRUCTION, LLC
(Name of Bidder)

By [Signature]
SHANNON KEE, OWNER
(Print Name and Title)

901 NORTH CHURCH STREET
JONESBORO, ARKANSAS 72401
(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	R&D of Trees	202	LS	1	\$ <u>3,400.00</u>	\$ <u>3,400.00</u>
2	R&D of Concrete Curb & Gutter	202	LF	60	\$ <u>1.00</u>	\$ <u>60.00</u>
3	Unclassified Excavation	210	CY	2,100	\$ <u>4.50</u>	\$ <u>9,450.00</u>
4	Compacted Embankment	210	CY	75	\$ <u>11.50</u>	\$ <u>862.50</u>
5	Aggr. Base Course (Class 7)	303	Ton	270	\$ <u>22.50</u>	\$ <u>6,075.00</u>
6	Asphalt Surface Course	406	Ton	120	\$ <u>95.00</u>	\$ <u>11,400.00</u>
7	Solid Sodding	624	SY	1,300	\$ <u>5.50</u>	\$ <u>7,150.00</u>
8	Concrete Walks	633	SY	160	\$ <u>45.00</u>	\$ <u>7,200.00</u>
9	CC Curb & Gutter – A (1'6")	634	LF	550	\$ <u>14.50</u>	\$ <u>7,975.00</u>

TOTAL BASE BID

\$ 53,572.50

WRITTEN IN WORDS:

FIFTY-THREE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND FIFTY CENTS

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Shannon Kee Construction, LLC, as PRINCIPAL, and

Granite Re, Inc., as SURETY, are held and firmly bound unto the

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

Five Percent of Bid Amount----

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated February 14, 2018, for the UHI Emergency Services Access.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 14th day of February, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Shannon Kee Construction, LLC

(Principal)

By

Shannon Kee

Owner

(Title)

P. O. Box 27

Jonesboro, AR 72403

(Address)

(Witness)

SEAL

Raymond Robinson

Granite Re, Inc.

(Corporate Surety)

By

Pamela K Hays

Pamela K. Hays, Attorney-in-Fact

P. O. Box 16445

Little Rock, AR 72231

(Address)

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

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:

WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; NICK W. PETERS; JAMES R. RAMSAY; PAMELA K. HAYS 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:

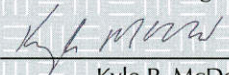
WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; NICK W. PETERS; JAMES R. RAMSAY; PAMELA K. HAYS may lawfully do in the premises by virtue of these presents.

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)



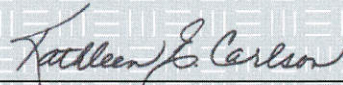

Kenneth D. Whittington, President


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




Notary Public

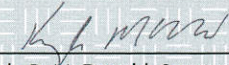
GRANITE RE, INC. Certificate

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 conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of February, 2018.




Kyle P. McDonald, Secretary/Treasurer

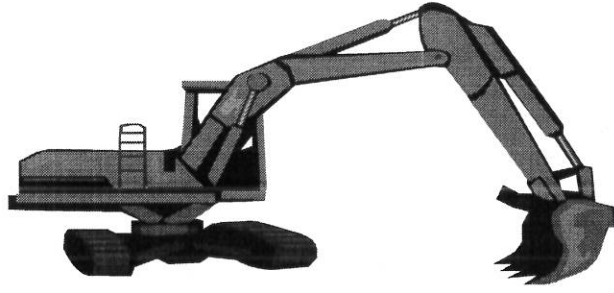
VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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. SHANNON KEE CONSTRUCTION, LLC
2. Permanent main office address. 901 NORTH CHURCH STREET, JONESBORO, AR
72401
3. When organized. 2004
4. If a corporation, where incorporated. N/A
5. How many years have been engaged in the contracting business under your present firm or trade name? 14 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). SEE DOCUMENT SLD IN BEHIND THIS PAGE FOR CURRENT CONTRACTS
7. General character of work performed by your company. SITE PREPARATION, DEMOLITION, DRAINAGE AND GRADING
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a Contract? NO

If so, where and why? N/A
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO

If so, where and why? NO
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. SEE DOCUMENT SLD IN BEHIND THIS PAGE FOR IMPORTANT PROJECTS
12. List your major equipment available for this Contract. TRACKHOE, DOZER, PACKER, SKIDSTEER, WATER TRUCK, DUMP TRUCK
13. Experience in construction work similar in importance to this project. SEE DOCUMENT SLD IN BEHIND THIS PAGE FOR SIMILAR WORK
14. Background and experience of the principal members of your organization, including the officers. SHANNON KEE - 35+ YEARS ON ALL EQUIPMENT IN QUESTION
15. Credit available: \$ 60,000.00 #12
16. Give Bank reference: CENTENNIAL BANK, FIRST NATIONAL BANK



SHANNON KEE CONSTRUCTION, LLC.

901 North Church Street Jonesboro, Arkansas 72401

870.932.8470 (Office) 870.932.8472 (Fax)

ekee@keeconstruction.net

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

Craighead Forest ATV Trail Head – \$42,767.50 (4/2018)
Helena-West Helena High School - \$769,295.00 (8/2018)

11. List the more important projects recently complete by your company, state the approximate cost for each, and the month and year completed.

Family Dollar in West Memphis, Arkansas - \$69,450.00 (4/2017)
Jonesboro High School Classroom Addition - \$22,200.00 (5/2017)
First Baptist Church Hotel Demolition - \$102,000.00 (5/2017)
Frito-Lay New Process Addition - \$1,048,957.19 (6/2017)
Jonesboro Municipal Airport Hangar Construction – Phase D - \$46,325.00 (7/2017)
ASU Newport in Jonesboro, Arkansas – \$57,000.00 (8/2017)
Gladiolus Drive – \$13,542.00 (9/2017)
Trinity Rails - \$112,500.00 (10/2017)
Emerald Village - \$141,811.00 (10/2017)
First Baptist Church Parking Lot - \$157,350.00 (11/2017)
McDonald's in Forrest City, Arkansas – \$226,239.00 (11/2017)
Clay County Electric Cooperative Corporation - \$144,000.00 (11/2017)
Schugtown Gin and Co-op - \$58,476.52 (11/2017)
Old Davidsonville State Park - \$31,465.00 (12/2017)
RALVIS - \$90,005.00 (12/2017)
ASU Welcome Center and Bank Branch – \$55,628.00 (1/2018)
Fire Protection of Arkansas - \$98,287.50 (1/2018)

13. Experience in construction work similar in importance to this project.

First Baptist Church Parking Lot
Frito-Lay New Process Addition
Willow Creek Apartments
McDonald's in Forrest City, Arkansas

State of Arkansas
Commercial Contractors Licensing Board

SHANNON KEE CONSTRUCTION, LLC
PO BOX 27
JONESBORO, AR 72403

SHANNON KEE CONSTRUCTION, LLC

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY
Grading, Drainage, Excavating

with the following suggested bid limit _____ Unlimited _____

from _____ June 23, 2017 _____ **until** _____ April 30, 2018 _____

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Steve Campbell

CHAIRMAN

W. Dan Wiggitt

SECRETARY

June 23, 2017 - li

VII. CONTRACT

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

between Shannon Kee Construction, LLC_____

(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 UHI Emergency Services Access, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum 1_____ dated February 8, 2018_____

_____ 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.

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 UHI Emergency Services Access.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

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

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

- (1) Workmen's Compensation - Statutory Limit
- (2) Employer's Liability for Hazardous Work - If Needed

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

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

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

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

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

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	
2018 SCHEDULE - CONTRACTED PROJECTS	
City of Jonesboro Payment Schedule	Deadline for Invoice Submittal to Engineering
Monday, January 08, 2018	Friday, December 29, 2017
Thursday, February 08, 2018	Monday, January 29, 2018
Thursday, March 08, 2018	Monday, February 26, 2018
Monday, April 09, 2018	Friday, March 30, 2018
Tuesday, May 08, 2018	Friday, April 27, 2018
Friday, June 08, 2018	Tuesday, May 29, 2018
Monday, July 09, 2018	Friday, June 29, 2018
Wednesday, August 08, 2018	Monday, July 30, 2018
Monday, September 10, 2018	Friday, August 31, 2018
Monday, October 08, 2018	Friday, September 28, 2018
Thursday, November 08, 2018	Monday, October 29, 2018
Monday, December 10, 2018	Friday, November 30, 2018
Tuesday, January 08, 2019	Friday, December 28, 2018

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)

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SGC.4 RECORD DRAWINGS

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

The Contractor shall abide by all state and federal laws regarding wages and pay.

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SC.21	LIGHT AND POWER
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SC.26	TEMPORARY FIELD OFFICE
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SC.28	MAINTENANCE BOND

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 at University Heights Intermediate School, 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 the UHI Emergency Services Access.

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 have been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the 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

UHI Emergency Services Access

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

UHI Emergency Services Access

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 UHI Emergency Services Access and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard 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.



Legislation Details (With Text)

File #:	RES-18:025	Version:	1	Name:	ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/22/2018	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Permanent Constrution Easement - Lot 2				

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 CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining a walking trail:

The South 35 feet of Lots 4 and 5 of the H.L.B. Addition to the City of Jonesboro, Craighead County, Arkansas

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 by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
Jonesboro, AR 72401

The above space is reserved for Craighead County recording information

PERMANENT CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Dennis & Nancy Burks, 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 construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

THE SOUTH 15 FEET OF LOT 2 OF THE H.L.B. ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property. Also, the Grantor is entitled to an appraisal of the subject property. Execution of this Permanent Easement will release the City from the obligation of providing just compensation and an appraisal.

This easement and right of way is for the purpose of constructing and maintaining a walking trail. 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 21 day of February, 2018.

Owner Info
BY:

Name Dennis Burks
Signature [Handwritten Signature]

Name NANCY BURKS
Signature [Handwritten Signature]

ACKNOWLEDGMENT

STATE OF Arkansas.

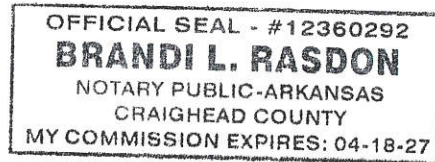
COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Dennis Burks, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 21 day of February, 2018.

Notary Public (Signature): Brandi L Rasdon

My Commission Expires: 4-18-27.



ACKNOWLEDGMENT

STATE OF Arkansas.

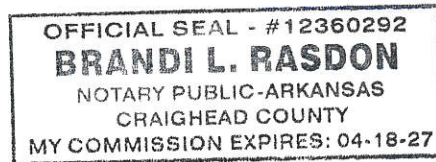
COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Nancy Burks, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 21 day of February, 2018.

Notary Public (Signature): Brandi L Rasdon

My Commission Expires: 4-18-27.





Legislation Details (With Text)

File #:	RES-18:026	Version:	1	Name:	ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/22/2018	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Permanent Constrution Easement - Lot 2				

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 CONSTRUCTION EASEMENT FROM DENNIS & NANCY BURKS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining a walking trail:

The South 15 feet of Lot 2 of the H.L.B. Addition to the City of Jonesboro, Craighead County, Arkansas

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 by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
Jonesboro, AR 72401

The above space is reserved for Craighead County recording information

PERMANENT CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Dennis & Nancy Burks, 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 construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

THE SOUTH 15 FEET OF LOT 2 OF THE H.L.B. ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property. Also, the Grantor is entitled to an appraisal of the subject property. Execution of this Permanent Easement will release the City from the obligation of providing just compensation and an appraisal.

This easement and right of way is for the purpose of constructing and maintaining a walking trail. 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 21 day of February, 2018.

Owner Info
BY:

Name Dennis Burks
Signature [Handwritten Signature]

Name NANCY BURKS
Signature [Handwritten Signature]

ACKNOWLEDGMENT

STATE OF Arkansas.

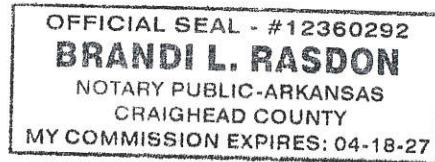
COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Dennis Burks, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 21 day of February, 2018.

Notary Public (Signature): Brandi L Rasdon

My Commission Expires: 4-18-27.



ACKNOWLEDGMENT

STATE OF Arkansas.

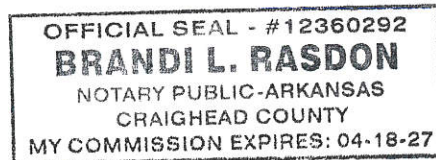
COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Nancy Burks, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 21 day of February, 2018.

Notary Public (Signature): Brandi L Rasdon

My Commission Expires: 4-18-27.





Legislation Details (With Text)

File #:	RES-18:029	Version:	1	Name:	ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR LACY PARK ACCESS DRIVE (2018:08)
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/27/2018	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR LACY PARK ACCESS DRIVE (2018:08)				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Bid Tsb Contract Documents 2018 08				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SHANNON KEE CONSTRUCTION, LLC FOR LACY PARK ACCESS DRIVE (2018:08)

WHEREAS, , the City of Jonesboro has desires to accept the low bid and enter into a contract for Lacy Park Access Drive; and

WHEREAS, the low bidder and the firm selected for Lacy Park Access Drive is Shannon Kee Construction, LLC.; and

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

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with for Lacy Drive Access Drive is Shannon Kee Construction, LLC.

Section 2. That funding for the execution of the contract shall come from 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 #:
Date:

2018:08
02/21/18

DIVISIONS/DEPARTEMENT: Engineering	Gillis Inc.	Shannon Kee Construction	Sugg				
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.							

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
		Lacy Park Access Drive												
1	1	Total Base Bid		\$230,215.00		\$221,946.00		\$227,055.40						
	*	Alternate #1		-\$10,380.00		-\$3,600.00		-\$13,447.50						
	*	Sternate #2		-\$4,730.00		-\$5,062.50		-\$4,595.00						



Specifications

For

Lacy Park Access Drive

(Bid #2018:08)

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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I. ADVERTISEMENT FOR BIDS

Sealed bids for the Lacy Park Access Drive 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 February 21, 2018 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct the Lacy Park Access Drive project. All Submissions shall be annotated on the outside of the envelope with the bid number 2018:08.

The project consists of the construction of approximately 560 L.F. of Lacy Park Access Drive to include sidewalk, curb, base, and asphalt.

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 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.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Lacy Park Access Drive, Bid Number 2018:08 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

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

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

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place JONESBORO, ARKANSAS

Date 2/21/18

Proposal of SHANNON KEE CONSTRUCTION, LLC

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 Lacy Park Access Drive.

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 ~~ELEVEN THOUSAND NINETY-SEVEN DOLLARS AND THIRTY CENTS~~ Dollars (\$ 11,097.30), 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.

Susan Rainwater
(Witness)

SHANNON KEE CONSTRUCTION, LLC
(Name of Bidder)

901 NORTH CHURCH STREET
JONESBORO, ARKANSAS
(Address) 72401

By _____
SHANNON KEE, OWNER
(Print Name and Title)

901 NORTH CHURCH STREET
JONESBORO, ARKANSAS 72401
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Clearing and Grubbing	201	LS	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
2	R&D of Curb and Gutter	202	LF	80	\$ <u>2.50</u>	\$ <u>200.00</u>
3	Stone Backfill	207	Ton	350	\$ <u>18.50</u>	\$ <u>6,475.00</u>
4	Compacted Embankment	210	CY	2,600	\$ <u>11.50</u>	\$ <u>29,900.00</u>
5	Unclassified Excavation	210	CY	150	\$ <u>5.85</u>	\$ <u>877.50</u>
6	Aggregate Base Course (Class 7)	303	Ton	1,350	\$ <u>25.00</u>	\$ <u>33,750.00</u>
7	ACHM Binder Course (1") (PG64-22)	406	Ton	390	\$ <u>90.00</u>	\$ <u>35,100.00</u>
8	ACHM Surface Course (1/2") (PG64-22)	407	Ton	260	\$ <u>90.00</u>	\$ <u>23,400.00</u>
9	Mobilization	601	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
10	Maintenance of Traffic	603	LS	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
11	Signs	604	SF	59	\$ <u>25.00</u>	\$ <u>1,475.00</u>
12	Traffic Drums	604	Each	30	\$ <u>50.00</u>	\$ <u>1,500.00</u>
13	Barricades	604	LF	40	\$ <u>20.00</u>	\$ <u>800.00</u>
14	24" RCP Pipe Culvert	606	LF	62	\$ <u>33.50</u>	\$ <u>2,077.00</u>
15	24" FES RCP Pipe Culvert	606	Each	2	\$ <u>400.00</u>	\$ <u>800.00</u>
16	Drop Inlets (Type A)	609	Each	2	\$ <u>2,200.00</u>	\$ <u>4,400.00</u>
17	Silt Fence	621	LF	1,200	\$ <u>3.50</u>	\$ <u>4,200.00</u>
18	Drop Inlets Silt Fence	621	LF	50	\$ <u>3.50</u>	\$ <u>175.00</u>

19	Wattle (20")	621	LF	100	\$ <u>4.00</u>	\$ <u>400.00</u>
20	Solid Sodding	624	SY	2,120	\$ <u>4.50</u>	\$ <u>9,540.00</u>
21	Concrete Island	632	SY	210	\$ <u>45.00</u>	\$ <u>9,450.00</u>
22	Concrete Walks	633	SY	610	\$ <u>45.00</u>	\$ <u>27,450.00</u>
23	Concrete Combination Curb & Gutter (Type A)(1'-6")	634	LF	1,150	\$ <u>14.50</u>	\$ <u>16,675.00</u>
24	Roadway Construction Control	635	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
25	Wheelchair Ramps (Type 6)	641	SY	50	\$ <u>65.00</u>	\$ <u>3,250.00</u>
26	Reflectorized Paint Pavement Marking White (4")	718	LF	3,000	\$ <u>.60</u>	\$ <u>1,800.00</u>
27	Reflectorized Paint Pavement Marking Yellow (4")	718	LF	1,325	\$ <u>.60</u>	\$ <u>795.00</u>
28	Reflectorized Paint Pavement Marking White (8")	718	LF	40	\$ <u>2.00</u>	\$ <u>80.00</u>
29	Reflectorized Paint Pavement Marking White (12")	718	LF	26	\$ <u>4.00</u>	\$ <u>104.00</u>
30	Reflectorized Paint Pavement Marking (WORDS)	718	Each	1	\$ <u>100.00</u>	\$ <u>100.00</u>
31	Reflectorized Paint Pavement Marking (ARROWS)	718	Each	1	\$ <u>100.00</u>	\$ <u>100.00</u>
32	Reflectorized Paint Pavement Marking (BIKE EMB.)	718	Each	6	\$ <u>40.00</u>	\$ <u>240.00</u>
33	Reflectorized Paint Pavement Marking 12" CROSS-WALK	719	LF	54	\$ <u>5.00</u>	\$ <u>270.00</u>
34	Standard Signs	726	SF	30	\$ <u>40.00</u>	\$ <u>1,200.00</u>
36	Filter Blanket	816	SY	15	\$ <u>7.50</u>	\$ <u>112.50</u>
37	Dumped RipRap	816	CY	10	\$ <u>25.00</u>	\$ <u>250.00</u>
38	Erosion Control	SP	LS	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>

TOTAL BASE BID \$ 221,946.00

WRITTEN IN WORDS:

TWO HUNDRED TWENTY-ONE THOUSAND NINE-
HUNDRED FORTY-SIX DOLLARS AND NO CENTS

NOTE: Unit Price for items in Base Bid shall be the same in Alternate #1 and Alternate #2

ALETERNATE #1

1a	Concrete Island	632	SY	210	Deduct	\$ <u>45.00</u>	\$ <u>9,450.00</u>
1b	ACHM Binder Course (1") (PG64-22)	406	Ton	35	Add	\$ <u>90.00</u>	\$ <u>3,150.00</u>
1c	ACHM Surface Course (1/2") (PG64-22)	407	Ton	25	Add	\$ <u>90.00</u>	\$ <u>2,250.00</u>
1d	Reflectorized Paint Pavement Marking White (8")	718	LF	225	Add	\$ <u>2.00</u>	\$ <u>450.00</u>

TOTAL ALTERNATE #1

ADD/DEDUCT \$ 3,100.00
(circle one) ~~8~~

WRITTEN IN WORDS:

THREE-THOUSAND SIX-HUNDRED DOLLARS
AND NO CENTS

ALETERNATE #2

2a	Aggregate Base Course (Class 7)	303	Ton	260	Deduct	\$ <u>25.00</u>	\$ <u>6,500.00</u>
2b	Compacted Embankment	210	CY	125	Add	\$ <u>11.50</u>	\$ <u>1,437.50</u>

TOTAL ALTERNATE #2

ADD/DEDUCT \$ 5,062.50
(circle one)

WRITTEN IN WORDS:

FIVE-THOUSAND SIXTY-TWO DOLLARS AND
FIFTY CENTS

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Shannon Kee Construction, LLC, as PRINCIPAL, and

Granite Re, Inc., as SURETY, are held and firmly bound unto the

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

Five Percent of the Bid Amount----

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated February 21, 2018, for the Lacy Park Access Drive.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 21st day of February, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Shannon Kee Construction, LLC

(Principal)

By Shank

owner

(Title)

P. O. Box 27

Jonesboro, AR 72403

(Address)

(Witness)

SEAL

Rogua Morrison

Granite Re, Inc.

(Corporate Surety)

By Pamela K Hays
Pamela K. Hays, Attorney-in-Fact

P. O. Box 16445

Little Rock, AR 72231

(Address)

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

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:

WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; NICK W. PETERS; JAMES R. RAMSAY; PAMELA K. HAYS 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:

WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; NICK W. PETERS; JAMES R. RAMSAY; PAMELA K. HAYS may lawfully do in the premises by virtue of these presents.

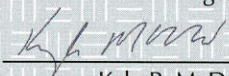
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

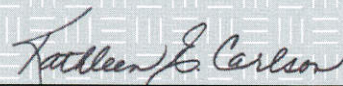


Kyle P. McDonald, Treasurer

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





Notary Public

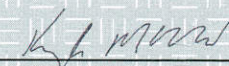
GRANITE RE, INC.
Certificate

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 conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 21st day of February, 2018.



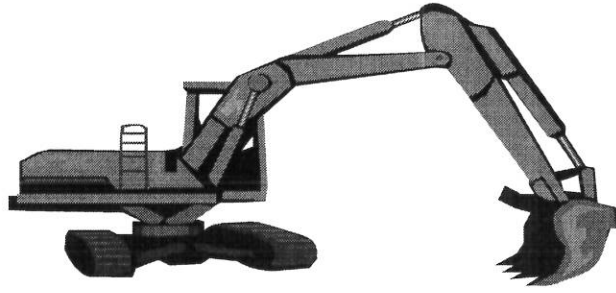


Kyle P. McDonald, Secretary/Treasurer

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. SHANNON KEE CONSTRUCTION, LLC
2. Permanent main office address. 901 NORTH CHURCH STREET, JONESBORO, ARKANSAS 72401
3. When organized. 2004
4. If a corporation, where incorporated. N/A
5. How many years have been engaged in the contracting business under your present firm or trade name? 14 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). SEE DOCUMENT SLID IN BEHIND THIS PAGE FOR CURRENT CONTRACTS
7. General character of work performed by your company. SITE PREPARATION, DEMOLITION, DRAINAGE AND GRADING
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a Contract? NO
If so, where and why? N/A
10. Have you ever been fined or had your license suspended by 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. SEE DOCUMENT SLID IN BEHIND THIS PAGE FOR IMPORTANT PROJECTS.
12. List your major equipment available for this Contract. TRACKHOE, DOZER, PACKER, SKIDSTEER, WATER TRUCK, DUMP TRUCK
13. Experience in construction work similar in importance to this project. SEE DOCUMENT SLID IN BEHIND THIS PAGE FOR SIMILAR WORK.
14. Background and experience of the principal members of your organization, including the officers. SHANNON KEE - 35+ YEARS ON ALL EQUIPMENT IN QUESTION #12
15. Credit available: \$ 60,000.00
16. Give Bank reference: CENTENNIAL BANK, FIRST NATIONAL BANK



SHANNON KEE CONSTRUCTION, LLC.

901 North Church Street Jonesboro, Arkansas 72401

870.932.8470 (Office) 870.932.8472 (Fax)

ekee@keeconstruction.net

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

Craighead Forest ATV Trail Head – \$42,767.50 (4/2018)
Helena-West Helena High School - \$769,295.00 (8/2018)

11. List the more important projects recently complete by your company, state the approximate cost for each, and the month and year completed.

Family Dollar in West Memphis, Arkansas - \$69,450.00 (4/2017)
Jonesboro High School Classroom Addition - \$22,200.00 (5/2017)
First Baptist Church Hotel Demolition - \$102,000.00 (5/2017)
Frito-Lay New Process Addition - \$1,048,957.19 (6/2017)
Jonesboro Municipal Airport Hangar Construction – Phase D - \$46,325.00 (7/2017)
ASU Newport in Jonesboro, Arkansas – \$57,000.00 (8/2017)
Gladiolus Drive – \$13,542.00 (9/2017)
Trinity Rails - \$112,500.00 (10/2017)
Emerald Village - \$141,811.00 (10/2017)
First Baptist Church Parking Lot - \$157,350.00 (11/2017)
McDonald's in Forrest City, Arkansas – \$226,239.00 (11/2017)
Clay County Electric Cooperative Corporation - \$144,000.00 (11/2017)
Schugtown Gin and Co-op - \$58,476.52 (11/2017)
Old Davidsonville State Park - \$31,465.00 (12/2017)
RALVIS - \$90,005.00 (12/2017)
ASU Welcome Center and Bank Branch – \$55,628.00 (1/2018)
Fire Protection of Arkansas - \$98,287.50 (1/2018)

13. Experience in construction work similar in importance to this project.

First Baptist Church Parking Lot
Frito-Lay New Process Addition
Willow Creek Apartments
McDonald's in Forrest City, Arkansas

State of Arkansas
Commercial Contractors Licensing Board

SHANNON KEE CONSTRUCTION, LLC
PO BOX 27
JONESBORO, AR 72403

SHANNON KEE CONSTRUCTION, LLC

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Grading, Drainage, Excavating

with the following suggested bid limit _____ Unlimited

from _____ June 23, 2017 **until** _____ April 30, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Steve Campbell

CHAIRMAN

W. Dan Wright

SECRETARY

June 23, 2017 - li

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 901 NORTH CHURCH STREET
JONESBORO, ARKANSAS this 21ST
day of FEBRUARY, 20 ⁷²⁴⁰¹18.

SHANNON KEE CONSTRUCTION, LLC
(Name of Bidder)

By [Signature]
Title owner

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD) SS.

SHANNON KEE being duly sworn deposes and says that
he is OWNER of SHANNON KEE CONSTRUCTION, LLC
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of FEBRUARY, 20 18.



[Signature]
(Notary Public)

My Commission Expires:

1/13/2019

VII. CONTRACT

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

between Shannon Kee Construction, LLC _____

(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 Lacy Park Access Drive 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.

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 Lacy Park Access Drive.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and
workmanlike manner all of the work required by said Contract and within the time called for thereby to
the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies
furnished by said Principal in accordance with said Contract (failing which such persons shall have a
direct right to action against the Principal and Surety under this obligation, but subject to the Owner's
priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every
kind and nature arising because of or resulting from the Principal's operation under said Contract, except
payments to the Principal rightly due the Principal for work under said Contract, then this obligation
shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or
the giving by the Owner of an extension of time for the performance of the Contract, or any other
forbearance on the part either of the Owner or Principal to the other shall not release in any way the
Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from
their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being
waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

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

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

- (1) Workmen's Compensation - Statutory Limit
- (2) Employer's Liability for Hazardous Work - If Needed

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

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

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

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

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

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
2018 SCHEDULE - CONTRACTED PROJECTS**

City of Jonesboro Payment Schedule	Deadline for Invoice Submittal to Engineering
Monday, January 08, 2018	Friday, December 29, 2017
Thursday, February 08, 2018	Monday, January 29, 2018
Thursday, March 08, 2018	Monday, February 26, 2018
Monday, April 09, 2018	Friday, March 30, 2018
Tuesday, May 08, 2018	Friday, April 27, 2018
Friday, June 08, 2018	Tuesday, May 29, 2018
Monday, July 09, 2018	Friday, June 29, 2018
Wednesday, August 08, 2018	Monday, July 30, 2018
Monday, September 10, 2018	Friday, August 31, 2018
Monday, October 08, 2018	Friday, September 28, 2018
Thursday, November 08, 2018	Monday, October 29, 2018
Monday, December 10, 2018	Friday, November 30, 2018
Tuesday, January 08, 2019	Friday, December 28, 2018

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 abide by all state and federal laws regarding wages and pay.

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 Lacy Park, 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 the Lacy Park Access Drive.

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 have been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the 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

Lacy Park Access Drive

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

Lacy Park Access Drive

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 Lacy Park Access Drive 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.



Legislation Details (With Text)

File #:	RES-18:031	Version:	1	Name:	ADOPT PERMANENT LAND USE RESTRICTION FOR THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/28/2018	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ADOPT PERMANENT LAND USE RESTRICTION FOR THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	PERMANENT LAND USE RESTRICTION				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ADOPT PERMANENT LAND USE RESTRICTION FOR THE JONESBORO SHOOTING SPORTS COMPLEX
WHEREAS, the City of Jonesboro and Arkansas State Game and Fish Commission have enter into a Memorandum of Agreement for the construction, operation, and maintenance of the Jonesboro Shooting Sports Complex

WHEREAS, the City of Jonesboro agrees to preserve and maintain the property described in the in a natural condition in perpetuity and adopt a declaration of Permanent Land Use Restriction for the property describe below:

PROPERTY DESCRIPTION

The SE ¼ of the NE ¼ of Section 36, Township 14 North, Range 4 East in Craighead County, Jonesboro, Arkansas, being more particularly described as follows: From the Center of Section 36, Township 14 North, Range 4 East, Run N89°22'10"E a distance of 1085.45 ft. to a point,; thence continue N89°22'10"E a distance of 167.63 ft. to the POINT OF BEGINNING; thence N00°24'42"E a distance of 1326.70 ft. to a point; thence N88°56'52"E a distance of 1257.24 ft. to a point along the East line of said Section 36; thence S00°34'53"W along said section line 1336.03 ft. to a point; thence S89°22'10"W a distance of 1253.08 ft. to said point of beginning, containing 38.4 acres, and being subject to any easements of record.

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

Section 1: That the City of Jonesboro shall adopt the declaration of Permanent Land Use Restriction for the Jonesboro Shooting Sports Complex property described above; and,

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of

Jonesboro to execute this document.

PERMANENT LAND USE RESTRICTION

TO THE PUBLIC:

WHEREAS, City of Jonesboro is the owner of a certain tract of land in the County of Craighead, State of Arkansas, to wit:

PROPERTY DESCRIPTION

The SE ¼ of the NE ¼ of Section 36, Township 14 North, Range 4 East in Craighead County, Jonesboro, Arkansas, being more particularly described as follows: From the Center of Section 36, Township 14 North, Range 4 East, Run N89°22'10"E a distance of 1085.45 ft. to a point,; thence continue N89°22'10"E a distance of 167.63 ft. to the POINT OF BEGINNING; thence N00°24'42"E a distance of 1326.70 ft. to a point; thence N88°56'52"E a distance of 1257.24 ft. to a point along the East line of said Section 36; thence S00°34'53"W along said section line 1336.03 ft. to a point; thence S89°22'10"W a distance of 1253.08 ft. to said point of beginning, containing 38.4 acres, and being subject to any easements of record.

WHEREAS, the City of Jonesboro entered into a Memorandum of Understanding with Arkansas State Game and Fish Commission for the construction operation, and maintain of the Jonesboro Shooting Sports Complex

WHEREAS, the City agrees to preserve and maintain this property in a natural condition in perpetuity.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

The City of Jonesboro, does hereby impose the following deed restrictions on the property specified herein; said property shall be preserved and maintained as a natural conservation area in perpetuity. The purpose of which is to preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other conservation values of the Conservation Area; to view the Conservation Area in its scenic and open condition; and in general, to assure that the Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of the Conservation Area that will impair or interfere with its natural resource functions and values.

This deed restriction shall run with the land and shall be binding upon the City of Jonesboro, as grantor, and any subsequent owners and tenants, their successors, heirs or assigns. There restrictions are intended to be complied with in perpetuity.

IN WITNESS WHEREOF, I have hereunto set my hand as Mayor of the City of Jonesboro for and on behalf of the City of Jonesboro, this _____ day of _____, 2018.

City of Jonesboro

Harold Perrin
Mayor

Donna Jackson
City Clerk



Legislation Details (With Text)

File #:	RES-18:033	Version:	1	Name:	ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE COMPLEX 4 CONCESSION BUILDING, JOE MACK CAMPBELL PARK (2018:13)
Type:	Resolution	Status:			To Be Introduced
File created:	2/28/2018	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE COMPLEX 4 CONCESSION BUILDING, JOE MACK CAMPBELL PARK (2018:13)				
Sponsors:	Engineering, Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Bid Tab Agreement.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE COMPLEX 4 CONCESSION BUILDING, JOE MACK CAMPBELL PARK (2018:13)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into an agreement for the Complex 4 Concession Building, Joe Mack Campbell Park;

WHEREAS, the low bidder and the firm selected for these improvements is Bailey Contractors, Inc,

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

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into an agreement with Bailey Contractors, Inc. for the Complex 4 Concession Building, Joe Mack Campbell Park.

Section 2. That funding for the execution of the purchase order shall come from the Capital Improvement budget and compensation shall be paid in accordance with the bid documents.

Section 3. The Mayor is 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 #:
Date:

2018:13
02/14/18

DIVISIONS/DEPARTEMENT: Engineering	AWT	Bailey Contractors	Jetton General Contractors	Vance Construction			
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.							

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	1	JMC Concession Stand		622,000.00		579,000.00		625,309.00		598,902.00				
		Addenda 1	Yes		Yes		Yes		Yes					
		Total Bid Price		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
		Bid bond (Y/N)	Yes		Yes		Yes		Yes					
		Subcontractors:												
		Plumbing	BKB		Gulley Plumbing		BKB		BKB					
		Mechanical	Control		Control Heating		Control Heating		Barley Heat & Air					
		Electrical	East AR Electric		Precision Electrical		Long Electrical		Timothy Speakes					
		Masonry	Woods Masonary		Woods Masonary		Woods Masonary		Woods Masonary					
		Roofing	ARC Inc		Architectural Roofing		Architectural Roofing		Jonesboro Roofing					

AIA DOCUMENT A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year)

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

City of Jonesboro, Arkansas
300 S. Church Street
Jonesboro, AR 72410

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

Bailey Contractors, Inc.
2307 Congress Cove
Jonesboro, AR 72401

The Project is:
(Name and location)

Complex 4 Concession Building
Joe Mack Campbell Park
City of Jonesboro Project 2018:13

The Architect is:
(Name, address and other information)

Fisher & Arnold, Inc.
9180 Crestwyn Hills Drive
Memphis, TN 38125

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Owner shall provide a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred Sixty (160)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Five Hundred Seventy-Nine Thousand & no/100 Dollars (\$ 579,000)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

4.3 Unit prices, if any, are as follows:

Price per cubic yard for undercutting and replacement of unsuitable materials: \$19.75/CY

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

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



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

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five** percent (**5** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percent (**10** %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 ~~Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.~~

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

(*If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.*)

N/A

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

5.2 FINAL PAYMENT

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

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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

ARTICLE 6 TERMINATION OR SUSPENSION

~~6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.~~

~~6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.~~

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is: **Craig Light, P. E.**
(Name, address and other information) **City Engineer**
300 S. Church Street
Jonesboro, AR 72401
(870) 932-2438
clight@jonesboro.org

7.4 The Contractor's representative is: **Bailey Contractors, Inc.**
(Name, address and other information) **Kevin Bailey, President**
2307 Congress Cove
Jonesboro, AR 72401
(870) 933-9612
kevin@baileygc.com

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

~~8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.~~

~~8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:~~

Document	Title	Pages
N/A		

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
N/A		

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See G001		



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	February 12, 2018	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Jonesboro, Arkansas

Bailey Contractors, Inc.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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