



CITY OF LITTLE ROCK, ARKANSAS

INVITATION TO BID

FOR

2015 SIDEWALK REPLACEMENT PROGRAM

BID #15139

RFP Issue Date:

5/7/15

Responses Due By:

2:00 p.m. on May 28th, 2015

Pre-Bid Meeting:

Non-Mandatory 5/19/15 @ 9:00 AM

SPECIFICATIONS
AND
BID CONTRACT DOCUMENTS
FOR
CITY OF LITTLE ROCK

2015 SIDEWALK REPLACEMENT
PROGRAM

BID # 15139



"We're Proud of Our Works!"

DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION

MAY 2015

INDEX
CITY OF LITTLE ROCK
CAPITAL IMPROVEMENT PROJECT
BID AND CONTRACT DOCUMENTS
2015 SIDEWALK REPLACEMENT PROGRAM
BID # 15139

The documents, information, statements, certifications, conditions, specifications and drawings hereunder listed, together with all addenda shall form part of the contract between the successful bidder, and the provisions thereof shall be as binding upon the parties thereto as if they were fully set forth therein. The tables of contents, titles, headings, running headlines and marginal notes contents herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Index	2 - 3
General Conditions and Specifications	4 - 6
Advertisement for Bids	7 - 8
 INFORMATION FOR BIDDERS	
1. Project Site	9
2. Receipt and Opening of Bids	9
3. Preparation of Bid	9
4. Bid Submission	9 - 10
5. Method of Bidding	11
6. Qualification of Bidder	11
7. Bid Security	11
8. Liquidated Damages for Failure to Enter Into Contract	12
9. Time for Completion	12
10. Liquidated Damages for Delay in Completion	12
11. Conditions of Work	12
12. Addenda and Interpretations	12 - 13
13. Security for Faithful Performance	13
14. Power of Attorney	13
15. Notice of Special Conditions	13
16. Laws and Regulations	14
17. Method of Award - Lowest Qualified Bidder	14
18. Obligation of Bidder	14
19. Safety Standards and Accident Prevention	14
20. Arkansas State Licensing Law	15
21. Schedule of Work	15
22. Applicable Edition, <u>Contract Conditions and Specifications</u>	15
23. Subcontractors	15
24. Minimum Prevailing Wage Rates	15

Table of Contents – Continued

<u>TITLE</u>	<u>PAGE</u>
Bid Bond	16
Bid for Physical Improvements	17
Unit Price Schedule	18
Statement of Bidder’s Qualifications	19 - 20
Certification of Current Arkansas State Contractors License	21
Arkansas Performance and Payment Bond	22 - 23
Contract	24 - 30
Certificate and Release	31
Prevailing Wage Statement	32 - 34
Revisions to Standard Contract Conditions & Specifications Dated December 2012	35 – 36
Supplemental Specifications for pay items 4” Thick Concrete Sidewalk and 6” Thick Concrete Sidewalk/Driveway	37 - 39
ESTIMATED QUANTITIES & LOCATIONS OF WORK (SECTION 800)	40
APPENDIX “E”- CODE 18-52 SUBSECTION (B) (12) AND HOLIDAY SCHEDULE	41 - 45
APPENDIX “F” - CITY OF LITTLE ROCK HOUSE BILL 1954 ACT 1310 OF 1999 (SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION	46 - 48

GENERAL CONDITIONS AND SPECIFICATIONS (Bound Separately)

(NOTE: City of Little Rock Public Works Department Contract Conditions and Specifications December 2012, is a volume bound separately and consists of conditions applicable to all facilities improvements contracts of the City of Little Rock. Section titles are listed below for reference, but without page numbers, which are provided in the Table of Contents of the separate volume). These contractor conditions and specifications are also available for review or download at www.littlerock.org under the Public Works Department website.

CITY OF LITTLE ROCK PUBLIC WORKS DEPARTMENT CONTRACT CONDITIONS AND SPECIFICATIONS

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
<u>GENERAL CONDITIONS</u>	
1. Contract and Contract Documents	5
2. Definitions	5
3. Additional Instructions and Detail Drawings	5
4. Shop or Setting Documents	5
5. Materials, Services, and Facilities	6
6. Contractor's Title to Materials	6
7. Inspection and Testing of Materials	6
8. "Or Equal" Clause	7
9. Patents	7
10. Permits and Regulations	8
11. Contractor's Obligations	8
12. Weather Conditions	9
13. Protection of Work and Property – Emergency	9
14. Inspection	9
15. Reports, Records, and Data	10
16. Superintendent by Contractor	10
17. Changes in Work	10
18. Extras	11
19. Time for Completion and Liquidated Damages	11
20. Correction of Work	12
21. Examination of Plans, Specifications, Special Provisions, and Site of Work	13
22. Claims for Extra Cost	13
23. Right of Owner to Terminate Contract	14
24. Construction Schedule and Periodic Estimates	14
25. Payments to Contractor	15
26. Acceptance of Final Payment as Release	16
27. Payments by Contractor	16
28. Insurance	16
29. Contract Security	18
30. Additional or Substitute Bond	18
31. Assignments	19
32. Mutual Responsibility of Contractors	19

33.	Separate Contract	19
34.	Subletting of Contract	19
35.	Construction Manager's Authority	20
36.	Stated Allowances	21
37.	Use of Premises and Removal of Debris	21
38.	Quantities of Estimate	22
39.	Lands and Rights-of-Way	22
40.	General Guaranty	22
41.	Conflicting Conditions	22
42.	Notice and Service Thereof	23
43.	Provisions Required by Law Deemed Inserted	23
44.	Protection of Lives and Health	23
45.	<i>DELETED – NOT PART OF THIS PROJECT</i>	23
46.	Interest of Member of Congress	23
47.	Other Prohibited Interests	24
48.	Use and Occupancy Prior to Owner's Acceptance	24
49.	Suspension of Work	24
50.	<i>Compliance with Federal Labor Standards Provisions – DELETE – NOT PART OF THIS PROJECT DUE TO NO FEDERAL FUNDING</i>	25
51.	Special Equal Opportunity Provisions	25
52.	<i>"Section 3" Compliance - DELETE – NOT PART OF THIS PROJECT DUE TO NO FEDERAL FUNDING</i>	27
53.	<i>Certification of Compliance with Air and Water Acts - DELETE – NOT PART OF THIS PROJECT DUE TO NO FEDERAL FUNDING</i>	29
54.	Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention	30
55.	Termination of Contract for Convenience of Owner	30
56.	Dismissal of Employee	31
57.	Maintenance Bond	31
58.	Maintenance Bond Form	32
 <u>SPECIAL CONDITIONS</u>		
1.	Definitions	34
2.	Responsibilities of Contractor	34
3.	Communications	35
4.	Signs	35
5.	Construction Manager's Field Office and Other Temporary Space	36
6.	Partial Use of Improvements	37
7.	Work by Others	37
8.	Contract Documents and Plans	39
9.	Applicable Codes and Ordinances of the City of Little Rock, Arkansas	39
10.	Function of the Consulting (Design) Engineer	40
11.	Duties of the Construction Manager	40
12.	Layout of Work	41
13.	Construction Sequence, Maintenance of Traffic and Maintenance of Access to Individual Properties	41

14.	Arkansas State License	42
15.	As-Built Drawings	42
16.	Rights of Entry and Easements	43
17.	Scope, Nature and Intent of Contract, Specifications and Plans	44
18.	Figured Dimensions to Govern	44
19.	Contractor to Check Plans and Schedules	44
20.	Inspection	45
21.	Protection of Public Utilities	46
22.	Sanitary Conveniences	46
23.	Privileges of Contractors in Streets	46
24.	Dust Control	47
 <u>TECHNICAL SPECIFICATIONS</u> (Amendment Notes)		 48
Section 1 –	Specifications, Arkansas State Highway Commission	49
Section 2 –	Site Preparation	50
Section 3 –	Earthwork	51
Section 4 –	Aggregate Base Course	56
Section 5 –	Prime Coat	58
Section 6 –	Asphalt Surface, Binder and Asphalt Stabilized Base Course	59
Section 7 –	Driveways, Driveway Extensions and Aprons	60
Section 8 –	Concrete Curb and Gutter	61
Section 9 –	Concrete Sidewalks and Steps	64
Section 10 –	Inlets and Junction Boxes	66
Section 11 –	Concrete and Reinforcing Steel	69
Section 12 –	Unclassified Excavation for Structuring	83
Section 13 –	Pipe Culverts and Storm Drainage Piping	86
Section 14 –	Solid Sodding	90
Section 15 –	Shrubbery Relocation and Hedge Relocation	93
Section 16 –	Maintenance of Traffic	95
Section 17 –	Pavement Repairs	97
Section 18 –	Miscellaneous Items (Manhole Rings and Covers Adjusted to Grade, Valve and Meter Boxes Adjusted to Grade, Remove and Replace Fences, Sanitary Sewer Lines, Stone Retaining Walls, Galvanized Steel Handrail, Grouted Riprap, Access Ramps and Water for Dust Control)	111
Section 19 –	Clean-up	120
Section 20 –	Pipe Embedment	121
Section 21 –	Lime Treated Subgrade	123
Section 22 –	Mailbox Relocation	124
Section 23 –	“B” Stone	125
Section 24 –	Temporary Erosion Control	126
Section 25 –	New Fence	126
Section 26 –	Trench or Excavation Safety Systems	127
Section 27 –	Cold Milling Asphalt Pavement	128
Section 28 –	Guard Rail	128

ADVERTISEMENT FOR BIDS
BID # 15139

The City of Little Rock, Arkansas, will receive sealed bids for the improvements of **2015 Sidewalk Replacement Program**, until **2:00 p.m.** Central Daylight Time on the **28th** day of, **May 2015** in the Purchasing Office, City Hall Suite 300, 500 West Markham, Little Rock, Arkansas 72201, at which time and place all bids will be publicly opened and read aloud. The major improvements will consist of approximately the following:

2015 SIDEWALK REPLACEMENT PROGRAM

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>
4" Thick Concrete Sidewalk Replacement	Square Feet	22,000
6" Thick Concrete Sidewalk/Driveway Replacement	Square Feet	5,000

Quantities are estimated. The proposed Sidewalk Replacement list (Section 800) may be modified. City reserves the right to increase or diminish quantities as reasonably necessary or desirable.

Pre-bid conference will be held May 19th, 2015, at 9:00 a.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond and other contract documents may be examined at the following locations:

Public Works Dept.
Operations Division (501)-918-3647
3313 J. E. Davis Drive
Little Rock, AR 72209

Copies of the Contract Documents may be obtained from the office of the Engineering Specialist, Public Works Operations Division, at the above address, at no cost.

A certified check or bank draft, payable to the order of the City of Little Rock, Arkansas, negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount equal to five percent (5%) of the total of bid shall be submitted with each bid.

Attention is called to the fact that not less than the minimum prevailing salaries and wages as set forth in the contract documents must be paid on the project if applicable, and that the contractor must ensure that employees and applicants for employment are not discriminated against because

of their race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information. The City of Little Rock encourages participation of small, minority and woman owned business enterprises in the procurement of goods, services, professional services and construction either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority and woman businesses to partner with them.

The City reserves the right to reject any or all bids or to waive any informalities in bidding. Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

CITY OF LITTLE ROCK, ARKANSAS

/S/ _____

BID DATE: May 28th , 2015

Abdoul Kabaou, Purchasing Manager

BID NO: 15139

INFORMATION FOR BIDDERS

1. Project Site:

2015 SIDEWALK REPLACEMENT PROGRAM, See Section 800 for list of locations for sidewalk replacement (page 40).

2. Receipt and Opening of Bids:

The City of Little Rock, Arkansas invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will only be received by the City at the Purchasing Manager's Office, Suite 300 of City Hall, 500 West Markham Street, Little Rock, Arkansas, at the time shown on the "Invitation to Bid", and then at said place publicly opened and read aloud. The envelopes containing the bids will be prepared as indicated below.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. **No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.**

3. Preparation of Bid:

A complete set of bidding and contract forms are included in the contract documents for purposes of general reference and are not to be detached from the contract documents, filled out or executed. Separate copies of the Bid Forms should be made for that purpose.

All blank spaces for bid prices must be filled in (in ink or typewritten), in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. The bidder shall sign his Proposal in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

Pre-bid conference will be held May 19th, 2015 at 9:00 a.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of proposals or submitted with the Proposal.

4. Bid Submission: Each bid must be submitted in sealed envelopes to be furnished by the Bidder and designated as shown below. At the time of bid opening, the envelope containing the bid and bid bond will be opened and read aloud for the purpose of acknowledging the low bidder. After all bids and required contract documents have been thoroughly checked by the City, the successful bidder will be announced and personally informed. Should a low bidder fail to execute all required documentation qualifying his bid, the bid may be rejected and the next lowest bidder awarded the work if he has qualified.

- Include:**
- 1. Bid**
 - 2. Bid Bond**
 - 3. Statement of Bidder's Qualifications**

Each bid must be submitted on the prescribed form as well as accompanied by a Bid Bond. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. Each bid must be submitted in three sealed envelopes to be furnished by the Bidder and designated Envelopes "A", "B" and "C".

ENVELOPE "A"

- Include:**
- 1. Bid**
 - 2. Bid Guarantee**

ENVELOPE "B"

- Include:**
- 1. State of Bidder's Qualifications**

Principals

Name(s)
 Social Security Number(s)
 Home Address,
 including City, State and Zip Code

Firm

Name
 Treasury Number
 Business Address,
 City, State and Zip Code
 Business Phone Number(s)
 Business Fax Number

ENVELOPE "C"

(Envelopes "A" and "B" to be enclosed in Envelope "C") Envelope "C" will be clearly marked as follows:

FROM: _____ (Name of Concern)
ADDRESS: _____ (Street or P. O. Box)
 _____ (City, State, Zip Code)

TO: **City of Little Rock**
Purchasing Manager
Room 301, City Hall
Little Rock, AR 72201
2015 Sidewalk Replacement Program

Bid No.: # 15139

To Be Opened: May 28th, 2015 at 2:00 p.m. Central Daylight Time.

5. Method of Bidding:

The Owner invites the following bid(s): No alternate bids will be considered unless alternate bids are specifically required by the contract documents.

6. Qualifications of Bidder:

The bidder must submit with the bid the “Statement of Bidder’s Qualifications” as furnished with these contract documents. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner requests. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. **The Owner also reserves the right to reject any bid if the work history of such bidder indicates that the bidder is not a responsible contractor.** Conditional bids will not be accepted. The bidder must submit with his bid the “Statement of Bidder’s Qualifications” as furnished with these contract documents.

7. Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid.

Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Pursuant to Act 1015 of 2013 which becomes effective on August 16, 2013, all bonds submitted to CLR (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on current United State Department of Treasury’s Listing of Approved Sureties. Any bid bonds submitted by a bidder that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.

Any performance and payment bonds provided by the Contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor’s default in failing to execute and deliver the contract and bonds. The contractor is liable to the project owner in the amount of the 5% bid surety.

To verify current list of surety companies, please go to: www.fms.treas.gov/c570/c570_a-z.html and search surety company name in the A to Z database listing.

8. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time for Completion:

Before bidding on this project, each bidder shall fully inform himself of any and all utility relocation requirements on the site. The Contract requires the Contractor to commence work within ten (10) calendar days after receipt of the Notice to Proceed, and to complete that work within **210** consecutive calendar days. **NOTE:** The City may exercise its option of delay of issuing the "Notice to Proceed," not to exceed sixty (60) calendar days after the date of entering into the Contract. Calendar days are calculated to allow for adequate time to complete project. Typically the contractor will be allowed to work between 7 a.m. and 6 p.m. Monday through Saturday unless approved by the City of Little Rock in writing, however some streets listed in Section 800 cannot have lanes closed between 7:00a.m and 8:30 a.m. due to heavy traffic loads. (See Section 800 for a list of streets with special working time constraints.) In an effort to reduce the chance of liquidated damages with respect to weather conditions, a monthly allowance of estimated workdays cancelled due to weather is included in this contract. Any cancelled work days above and beyond this monthly allowance due to weather will extend the allowable contract period.

10. Liquidated Damages for Delay in Completion:

As actual damages for any delay in completion of the work which the Contractor will be required to perform under the Contract are impossible to determine, the Contractor and his Sureties will be liable for and shall pay to the City the sum of **Two Hundred Dollars Eighty (\$280.00)** as fixed and agreed as liquidated damages for each calendar day of delay from the date stipulated pursuant to the preceding paragraph (9), or as it may be modified in accordance with Section 19 of the General Conditions, until such work is satisfactorily completed.

11. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. Addenda and Interpretations:

An interpretation of the meaning of the plans, specifications or other pre-bid documents will not be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Public Works Operations Manager, Public Works Operations Division, 3313 J.E. Davis Drive, Little Rock AR 72209 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Little Rock website and will be mailed by certified mail with return receipt required to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any

bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. It is the bidder's responsibility to check the Little Rock website for addenda to this Invitation to Bid. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under contract and furnishing materials in connection with this contract as specified in the general conditions included herein. The surety on such bond or bonds shall be duly authorized to do business in the State of Arkansas and shall be satisfactory to the Owner. The use of Arkansas Performance and Payment Bond (14-604 Arkansas Statutes, Rev. 1/76) is mandatory. A copy is included in these documents.

Pursuant to Act 1015 of 2013 which becomes effective on August 16, 2013, all bonds submitted to CLR (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any bid bonds submitted by a bidder that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.

Any performance and payment bonds provided by the Contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds. The contractor is liable to the project owner in the amount of the 5% bid surety.

To verify current list of surety companies, please go to: www.fms.treas.gov/c570/c570_a-z.html and search surety company name in the A to Z database listing.

14. Power of Attorney:

Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Notice of Special Conditions:

The bidder's attention is directed to Contract Conditions and Specifications of the City of Little Rock, Public Works Department consisting of General Conditions, Special Conditions and AHTD Standard Specifications for Highway Construction 2014. Said Contract Conditions and Specifications, although bound separately, is to be incorporated by reference into the proposed Contract and shall be as binding upon the parties thereto as if it in all its parts were therein fully set forth. See also Paragraph 22 of this Information for Bidders.

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Maintenance Bond

16. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

17. Method of Award – Lowest Qualified, Responsive and Responsible Bidder:

If deductive alternates are requested, they will be selected in the order of the listings. The contract will be awarded to a single qualified, responsive, responsible bidder submitting the lowest total price for the base bid, if the low total bid is reasonable and it is to the interest of the Owner to accept it. The Owner may disqualify a bidder if, upon checking references and records of his performance under other contracts, and upon checking the bidder's history of litigation, the Owner concludes that he is not qualified to execute the work according to specifications or is not a responsible contractor.

18. Obligation of Bidder:

Pre-bid conference will be held May 19th, 2015 at 9:00 a.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

19. Safety Standards and Accident Prevention:

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and in addition to specific safety and health regulations described by Chapter XVII, Occupational Safety and Health Administration, Department of Labor, Part 1926, Occupations Safety and Health Regulations for Construction, as outlined in the Federal Register Volume 39, No. 122, Part II, Monday, June 24, 1974, Title 29-LABOR, as amended.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons including employees, who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

20. Arkansas State Licensing Law:

Attention of bidders is particularly called to the requirement that bidders must be in compliance with the requirement of Act 150 of 1965 of the State of Arkansas, effective June 3, 1965, (codified as amended at Ark. Code Ann. §§ 17-25-301 through 17-25-316) which is the current Arkansas State Licensing Law for Contractors.

21. Schedule of Work:

(SEE SECTION 800 – page 40)

22. Applicable Edition, Contract Conditions and Specifications:

The applicable edition of the City of Little Rock, Public Works Department, Contract Conditions and Specifications dated December 2012, and the current edition (2014) of AHTD Standard Specifications for Highway Construction. See also all addenda and Supplemental Specifications.

23. Subcontractors:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract of \$20,000 or more under the agreement must possess a current Arkansas Contractors License, must be able to obtain bonding, and must be acceptable to the City.

24. Minimum Prevailing Wage Rates:

According to labor classification under regulations established by the Arkansas Department of Labor, prevailing wage rates are applicable to this project unless otherwise waived or exempted. The Prevailing Wage Rate Determination Schedule, if applicable, is inserted on Page 32.

[End of Section]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and _____ as Surety, are hereby
paid and firmly bound unto _____ City of Little Rock _____ as owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed: This _____ day of _____, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ City of Little Rock _____ a certain bid attached hereto and hereby made a part hereof
to enter into a contract in writing for the 2015 **SIDEWALK REPLACEMENT PROGRAM**.

NOW, THEREFORE:

- (a) If said bid shall be rejected, or in the alternate.
- (b) If said bid shall be accepted and the principal shall execute and deliver a contract on the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

Principal
By: _____

Surety
By: _____

BID FOR PHYSICAL IMPROVEMENTS

Place: Purchasing Manager Office 3rd Floor City Hall

Date: May 28th, 2015

Project Bid No.: # 15139

Proposal of _____ (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of _____,* a partnership, or an individual doing business as _____. To the City of Little Rock, City Hall, Little Rock, Arkansas (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **2015 SIDEWALK REPLACEMENT PROGRAM**, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract with ten (10) calendar days after he receives the written "Notice to Proceed" of the Owner and to fully complete the project within **210** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$280.00** for each consecutive calendar day thereafter as hereinafter provided in the special conditions.

Bidder acknowledges receipt of the following addendum:

No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____

*Insert corporation, partnership or individual as applicable.

BASE BID UNIT PRICE SCHEDULE / BID: # 15139
2015 SIDEWALK REPLACEMENT PROGRAM

Bidder agrees to perform all the street and drainage improvement work described in the specifications and shown on the plans for the following unit and lump sum prices:

ITEM NO.	EST. QTY.	UNIT OF MEASURE	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
1.	22,000	SQ. FT.	4" Thick Sidewalk Replacement \$ _____	_____	_____
2.	5,000	SQ. FT.	6" Thick Sidewalk/Driveway Replacement \$ _____	_____	_____

=====

TOTAL BID: \$ _____

TOTAL BID WRITTEN: \$ _____

Dollars

Quantities are estimated. The proposed Street List (Section 800) may be modified. City reserves the right to increase or diminish quantities as reasonably necessary or desirable. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of: _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not execute within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder

Respectfully Submitted,
By:

Signature

Title

(Street Address)

(City, State, Zip)

(Seal - if bid is by a corporation)

STATEMENT OF BIDDER'S QUALIFICATIONS
(Facilities Improvement Contractor)

(To be submitted by the Bidder with Bid)

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

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General Character of work performed by your company.
8. Have you ever failed to **satisfactorily** complete any work awarded to you **and receive final payment**?
9. Have you ever **been declared by a project owner to be in default** on a contract? If so, where and why?
- 10. For the past five years, has your company had any judgments filed against it for failure to pay materials suppliers or subcontractors or for damages to property that occurred in the course of constructing a project? If so, please provide a list of the judgments and explanations as needed.**
- 11. For the past five years, has your company had any liens, judgments, or certificates of indebtedness for failure to pay taxes or workers compensation insurance? If so, please provide a list of the liens, judgments, or certificates of indebtedness and explanations as needed.**
- 12. Has your company had any default judgments filed against it? If so, please provide a list of the default judgments and explanations as needed.**
13. List the projects recently completed by your company, stating the approximate cost for each, the month and year completed **and the name, phone number and contact person representing the Owner.**
14. List your major equipment available for this contract.
15. Experience in construction work similar in importance to this project.
16. Background and experience of the principal members of your organization, including the officers.
17. Credit available: \$ _____
18. Give bank references _____
19. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Little Rock, Arkansas?
20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated this _____ day of _____, 2015.

(Name of Bidder)

By: _____
Title: _____

State of _____ County of _____

_____ being duly sworn deposes and says that he is _____
_____ of _____.

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

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ My Commission Expires _____, _____

CERTIFICATION OF CURRENT ARKANSAS STATE CONTRACTOR'S LICENSE

(TO BE FILLED OUT PRIOR TO AWARD OF CONTRACT)

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the bidder submitting the bid included in these documents.
- (2) He currently has a valid license in full force and effect to do business in the State of Arkansas as a Contractor pursuant to the provisions of the Arkansas Statutes (Act 150 of 1965, effective June 9, 1965).
- (3) His Arkansas State Contractor's License Number is _____.

(Signed) _____(Title) _____

Subscribed and sworn to before me this _____ day of _____, 2015.

(Signature)

(Printed Name)

My Commission expires _____

Seal:

ARKANSAS PERFORMANCE AND PAYMENT BOND

(14-604 Arkansas Statutes)

(MANDATORY FORM)

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
(2) _____, hereinafter called "Principal" and
(3) _____ of _____, State of _____
_____, hereinafter called the "Surety," are held and firmly bound unto
(4) CITY OF LITTLE ROCK, hereinafter called "Owner" in the penal sum of
_____ dollars (\$_____), in lawful money of the United States for the
payment of which sum well and truly to be made, said principals and Surety bind themselves,
their heirs, administrators, executors, successors and assigns, jointly and severally by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 2015, a
copy of which is attached and made a part hereof for the

2015 SIDEWALK REPLACEMENT PROGRAM

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreement of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and safe harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, and shall promptly make
payment to all persons, firms, subcontractors and corporations furnishing material for or
performing labor in the prosecution of the work provided for in such contract, and any authorized
extension or modification thereof, all amounts due for, but not limited to, materials, lubricants,
oil, gasoline, coal and coke, repair on machinery, equipment and tools consumed or used in
connection with the construction of said work, fuel oil, camp equipment, food for men, feed for
animals, premium for bonds and liability and workmen's compensation insurance, rentals on
machinery, equipment and draft animals; also for taxes or payments due the State of Arkansas or
any political subdivisions thereof which shall have arisen on account of, or in connection with,
the wages earned by workmen covered by the bond; and for all labor performed in such work
whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in
full force and effect.

The Surety agrees the terms of this bond shall cover the payment by the principal of not less than
the prevailing hourly rate of wages as determined by the Arkansas Department of Labor or U.S.
Secretary of Labor, whichever is greater, to all workmen performing work under the contract.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed there under of the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract as to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, this ____ day of _____, 2015.

ATTEST:

_____(5)
(Principal)

Secretary (Principal)

(SEAL)
(Address)

Witness as to Principal

(Address)

ATTEST:
(Address)

Secretary (Surety)

(SEAL)

Witness as to Attorney-in-Fact

Address

By _____
(Title)

By _____(6)
Attorney-in-Fact

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond
- (6) Must be executed by Arkansas Local Resident Agency for Surety

CONTRACT

THIS CONTRACT is entered into with an effective date of _____ 2015 by and between the City of Little Rock, a municipal corporation organized pursuant to Arkansas law, ("Owner") and _____ ("Contractor").

WITNESSETH:

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as the City of Little Rock **2015 Sidewalk Replacement Program**, and all extra Work in connection therewith (collectively the "Project") in accordance with the Bid Specifications for **Little Rock Bid No. 15139** and the Contract Documents identified in Article 2 below; The Work shall be performed at Contractor's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the unit prices stated in the Contractor's Bid .

All Work shall be in exact accord with the Contract Documents and completed to the satisfaction of the Owner and in accordance with all applicable state, local and federal laws, rules, regulations, order and permits. The Work shall be subject to inspection and approval at all times by the appropriate city, state and federal agencies.

Article 2. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the Owner and Contractor concerning the Work consist of the following:

- 2.01. This Contract;
- 2.02. Owner's Invitation to Bid, Bid Specifications and Bid Contract Documents for City of Little Rock **2015 Sidewalk Replacement Program, Bid # 15139.**
- 2.03. Bid Addenda Number(s). 0 ;
- 2.04. Contractor's Bid;
- 2.05. All required Certifications and Licenses;
- 2.06. Performance and Payment Bond;
- 2.07. City of Little Rock Public Works Contract Conditions and Specifications;
- 2.08. Special Conditions;
- 2.09. Technical Specifications;
- 2.10. Special Specifications;
- 2.11. Plans (See Schedule of Drawings);
- 2.12. Notice to Proceed;
- 2.13. Signed Change Orders;
- 2.14. Maintenance Bond; and
- 2.15. All written amendments to the Contract Documents executed by the Owner and Contractor.

There are no other Contract Documents other than those listed in this Article 2.

Article 3. CONTRACT TIME.

- 3.01. **Commencement.** The Contractor shall commence Work under this Contract within ten (10) calendar days after Contractor receives written Notice to Proceed from the Owner. The City may exercise its option to delay issuing the Notice to Proceed, for a period not to exceed sixty (60) calendar days after this Contract is executed.

- 3.02. **Completion.** The Work included in this Contract shall be completed within two hundred ten **(210)** consecutive calendar days after commencement of Work. This requirement is subject to the termination provisions set forth in the Contract Conditions and Specifications.
- 3.03. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence for this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in subsection 3.02 above, plus any extensions thereof allowed in accordance with the Contract Conditions and Specifications. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner the sum of **\$280.00** for each day that expires after the time specified in subsection 3.02 of this Contract for completion of the Work until the Work is complete and ready for final payment. **The Owner has the right to withhold any such sums as liquidated damages from the final payment to the Contractor.**

Article 4. CONTRACT PRICE.

- 4.01. **Contract Price.** Payment for Work performed pursuant to the Contract Documents shall be in accordance with the unit prices stated in the Contractor's Bid. The maximum total Contract Price payable by the Owner to the Contractor shall be \$ _____, except as authorized in writing signed by the Owner's City Manager, with approval of the Owner's Board of Directors if required.
- 4.02. **Payment.** The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract Conditions and Specifications, and to make payments on account thereof as provided in the Contract Conditions and Specifications, "Payments to Contractor." Contractor's Applications for Payment shall include applicable sales tax. Contractor shall remit applicable sales tax to the Arkansas Department of Finance Administration.

Payments shall be made payable to _____ and submitted to _____ at the following address: _____.

Upon final completion and acceptance of the Work in accordance with the Contract Documents, and after the Owner receives ALL lien waivers and ALL other required documentation from the Contractor, Owner shall pay the remainder of the Contract Price as provided in the Contract Conditions and Specifications.

Article 5. Contractor's Representations.

Contractor's Representations. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- 5.01. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor covenants and agrees to comply with all applicable laws, statutes, regulations, ordinances, orders and permits relating to the performance of this contract.
- 5.02. Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, and accepts the determination of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.
- 5.03. Contractor has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to in this section, which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise that may affect the cost, progress,

performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Documents. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.04. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.05. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.06. Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

Article 6. PROJECT COORDINATOR and CONTRACTOR'S SUPERVISOR.

The Project Coordinator for the Owner is:

**Eric Petty, P.E.
Public Works Operations Manager
3313 J.E. Davis Drive
Little Rock, AR 72209**

The Contractor's Supervisor is:

Article 7. NOTICE.

- 7.01. **Notice and Written Communication.** Notices required by this Contract shall be in writing and delivered via United States mail (postage prepaid), commercial courier, or sent by facsimile or other electronic means. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated in Article 6 above.
- 7.02. **Modifications of Contract Information.** The contact information listed above may be changed upon fifteen (15) calendar days written notice to the other party.

Article 8. MODIFICATIONS.

- 8.01. **Contract.** Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- 8.02. **Contract Price.** The total Contract Price shall not be increased above \$ _____ without prior written approval signed by the Owner's City Manager and, if needed, the prior approval of the Owner's Board of Directors in the form of a Board resolution.
- 8.03. **Change Order.** The Owner may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract. Any changes to the Work shall be set forth in writing in a Change Order signed by the Owner's City Manager or the City Manager's designee. If such changes increase or decrease the amount due under the Contract Documents, or in the time

required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Owner's City Manager.

Article 9. INSURANCE AND BONDING.

9.01. Insurance. Contractor agrees to purchase, at its sole cost and expense, adequate Workers Compensation Insurance for its employees who perform work on this Project, and to require that its subcontractors purchase adequate Workers Compensation Insurance for the subcontractor's employees who perform work on this Project. Contractor agrees to purchase, at its sole cost and expense, insurance coverage required by the Contract Conditions and Specifications. Required insurance policies shall be provided by an insurance company that is authorized to do business in Arkansas. Contractor shall furnish certificates to the Owner prior to issuance of the Notice to Proceed. Such certificates shall provide that the Owner is to receive written notice of cancelled policies a minimum of thirty (30) days before the cancellation or expiration of the policy. Insurance certificates for all required insurance policies shall be submitted to the Little Rock Public Works Department, Attention: Eric Petty, at 3313 JE Davis Drive, Little Rock, Arkansas 72209.

9.02. Performance and Payment Bond. Contractor shall obtain and provide a Performance and Payment Bond for the full amount of this Contract with a one-year General Warranty. Such Performance and Payment Bond must be submitted to the Owner upon execution of this Contract. Performance and Payment Bonds shall be issued to the City of Little Rock.

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to Owner must be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any performance and payment bonds provided by the Contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds.

9.03. Maintenance Bond. This Contract requires a Maintenance Bond as described in Section 57 of the Contract Conditions and Specifications Manual (December, 2012). The Maintenance Bond shall be issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list.

Article 10. MINIMUM PREVAILING WAGES.

10.01. Minimum Prevailing Wage. Contractor shall pay all workers performing work under this Contract not less than the prevailing hourly rate of wages as found by the Department of Labor or determined by the court on appeal.

10.02. Grounds for Contract Termination. In the event that it is found by the Owner that any laborer or mechanic employed by the Contractor or by the Contractor's subcontractor, if any, has been or is being paid a rate of wages less than the rate of wages required by this Contract to be paid, the Owner may by ten (10) days written notice to the Contractor, terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay the required wages. The Contractor or the Contractor's surety shall be liable to the Owner for any excess costs occasioned thereby.

Article 11 TERMINATION.

11.01. Termination for Convenience by the Owner. The Owner reserves the right to terminate this Contract, without any penalty whatsoever, upon thirty (30) days notice to the Contractor for loss of public funding or for cancellation of the Project.

11.02. Termination for Cause. If either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for

default by a party for failing to pay any amount when due under this Contract, which must be cured within twenty (20) calendar days after the receipt of written notice of default, and except for default under Section 10.02 above which must be cured within ten (10) calendar days, the defaulting party will have thirty (30) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys and reports prepared by the Contractor shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section 4.01 above.

Article 12 MISCELLANEOUS.

- 12.01. Protection of Property.** Contractor shall promptly repair, at Contractor's own cost and expense and to the complete satisfaction of the Owner, damage caused by Contractor or Contractor's employees or agents at the Work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by Contractor's act, or the acts of Contractor's employees or agents, while in the execution of the Work specified.
- 12.02. Binding Agreement.** Owner and Contractor each binds themselves, their partners, successors and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 12.03. Assignment.** Contractor shall not let, assign, or transfer this Contract, or any interest therein, without the prior consent of the Owner in writing signed by the Owner's City Manager.
- 12.04. Nondiscrimination and Equal Opportunity.** Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual because of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, disability, national origin, marital status, sexual orientation, gender identity, or genetic information. The Contractor will take appropriate action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, age, national origin, disability, marital status, sexual orientation, gender identity, or genetic information. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees, such notices as may be provided by the Owner setting forth the provisions of this non-discrimination clause.

Contractor agrees to comply with the Americans with Disabilities Act and the Equal Employment Opportunity Act, as well as regulations promulgated pursuant thereto, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

- 12.05. Governing Law.** This Contract shall be governed by and construed under the laws of the State of Arkansas. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.
- 12.06.** Nothing contained in the Contract Documents shall create a contractual relationship with, or cause of action in favor of, a third party against the Owner or Contractor.

- 12.07. Independent Contractor.** It is expressly agreed that Contractor is acting as an independent contractor in performing the Work described herein. The Owner shall carry no Workers' Compensation Insurance, health or accident insurance to cover the Contractor or Contractor's employees for any type of loss, which might result to the Contractor, or the Contractor's employees in connection with the performance of the Work set forth in this Contract. The Owner shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Contractor is not acting herein as an employee of Owner, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.
- 12.08. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of the Contract Documents is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Contract Documents, as if such invalid or unconstitutional provision was not originally a part of the Contract Documents.
- 12.09. Statute of Limitations.** The statute of limitation period shall be tolled for any fraudulent act committed by the Contractor that the Owner cannot discover upon due diligence.
- 12.10. Authorized Signatories.** The officials who have executed this Contract hereby represent and warrant that they have full and complete authority to act on behalf of the Owner and Contractor, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.
- 12.11. Executed Copies.** This Contract shall be executed in the original, and any number of copies. Any copy of this Contract so executed shall be deemed an original, and shall be deemed authentic for any other use.
- 12.12. Statutory Immunity.** Nothing stated within the Contract Documents shall be construed as limiting the Owner's immunity from liability in tort.
- 12.13. Arbitration.** The Owner does not agree with or consent to arbitration or mediation of disputes relating to this Contract or Project.
- 12.14. Indemnification.** The Contractor agrees to indemnify and save harmless the Owner, its officers, agents and employees from:
- (A) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this Contract; and
 - (B) Any claims or losses resulting to any person or firm injured or damaged by the actions of the Contractor or the Contractor's employees, including disregard of federal and state statutes or regulations, in the performance of this Contract.
- The Contractor further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the Owner, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.
- 12.15. Lien Waivers.** The Contractor shall ensure that the Owner receives lien waivers from all subcontractors, sub-subcontractors and material suppliers before final payment to the Contractor.
- 12.16. No Waiver of Enforcement of Contract Provisions.** Failure of the Owner to enforce at any time any of the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in

any way to affect the validity of this Contract, or any part thereof, or the right of the Owner to thereafter enforce each and every such provision.

12.17. Entire Agreement. The Contract Documents contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters. All prior or contemporaneous agreements, understandings, and statements, oral or written, are merged into the Contract Documents.

12.18. Legal Review. Both parties acknowledge that they have had full opportunity to review this Contract with legal counsel of their choice. This Contract shall be construed without regard to the identity of the person who drafted the provisions contained herein. Moreover, each and every provision of the Contract shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable.

12.19. Captions. All captions contained in the Contract Documents are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

CONTRACTOR:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

ATTEST

Title: _____

Date: _____

Arkansas Contractor's License Number:

OWNER:

City of Little Rock, Arkansas

By: _____
Bruce Moore, City Manager

ATTEST: _____
Susan Langley, City Clerk

Date: _____

By: _____
Public Works Director

APPROVED AS TO LEGAL FORM:
Thomas M. Carpenter, City Attorney

By: _____
Debra K. Weldon
Deputy City Attorney

CERTIFICATE AND RELEASE

FROM: _____
TO: _____
CONTRACT ENTERED INTO THE _____ DAY OF _____, 2015 BETWEEN THE CITY OF
LITTLE ROCK, ARKANSAS, AND _____
FOR THE **2015 SIDEWALK REPLACEMENT PROGRAM** IN THE CITY OF LITTLE ROCK,
ARKANSAS.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby certifies that there is due from and payable by the City of Little Rock to the Contractor, under the Contract and duly approved Change Orders and modifications, the balance of \$ _____.

The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items, which he claims are just and due and owing by the City of Little Rock to the Contractor: \$ _____.

The undersigned certifies that all work required under this contract, including work required under Change Order(s) No. _____, has been performed in accordance with the terms thereof, and that there are no unpaid for materials, supplies, or equipment, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract. The undersigned further certifies that any and all Subcontractors engaged for work under this Contract have been paid.

Except for the amount stated under paragraph 1 hereof, the undersigned has received from the City of Little Rock all sums of money payable to the undersigned under or pursuant to the above-mentioned Contract or any modification or change thereof.

That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the City of Little Rock from any and all claims arising under or by virtue of this Contract: provided, however, that if for any reason the City of Little Rock does not pay in full the amount stated in paragraph 1 hereof, said reduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 1 hereof, he will release the City of Little Rock from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the City of Little Rock may request.

IN WITNESS THEREOF, The undersigned has signed and sealed this instrument on the day of _____, _____.

SIGNATURE: _____

Name and Title: _____

_____, being first duly sworn on oath, deposes and says, first, that they are the _____ or the _____ and, second, that they have read the foregoing certificate and subscribed it in that official capacity. Affiant further states that the matters and things stated therein are, to the best of their knowledge and belief, true.

Subscribed and sworn to before me this _____ day of _____
My commission expires: _____

Notary

MIKE BEEBE
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

RICKY BELK
DIRECTOR

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

December 11, 2014

Eric Petty
Little Rock Public Works
3313 JE Davis Drive
Little Rock, AR 72209

Re: 2015 SIDEWALK REPLACEMENT PROGRAM
LITTLE ROCK, ARKANSAS
PULASKI COUNTY

Dear Mr. Petty:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **14-310** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 12/11/2014

Determination #: 14-310

Expires: 6/11/2015

Project: 2015 Sidewalk Replacement Program

Site:

City: Little Rock, Arkansas

Project County: Pulaski

Survey#: 714-AH01

COUNTY(S)	Group
Pulaski	1
Saline	

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$16.77	\$3.88
Carpenter	\$17.45	
Concrete Finisher/Cement Mason	\$16.86	\$1.09
Electrician/Alarm Installer	\$23.35	\$4.70
Ironworker (Including Reinforcing Work)	\$26.50	
Laborer	\$11.70	
Millwright	\$19.50	\$7.36
Painter/Sheet Rock Finisher	\$18.15	
Pipelayer	\$13.70	
Aggregate Spreader	\$12.20	
Asphalt Paving Machine	\$15.85	
Backhoe - Rubber Tired (1 yard or less)	\$15.65	
Bulldozer, finish	\$15.00	
Bulldozer, rough	\$13.00	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$17.95	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$17.95	
End Dump (Dump Truck)	\$14.80	
Finishing Machine	\$12.20	
Front End Loader, finish	\$13.30	
Mechanic	\$17.80	
Oiler and Greaser	\$12.20	
Roller	\$15.00	
Scraper	\$12.20	
Excavator/Trackhoe	\$16.60	
Truck Driver (Excludes Dump Truck)	\$17.80	

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

Certified 7/1/2014

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **2015 SIDEWALK REPLACEMENT PROGRAM
LITTLE ROCK, ARKANSAS
PULASKI COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 14-310** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

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

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

**CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
REVISIONS TO STANDARD CONTRACT CONDITIONS & SPECIFICATIONS
DATED DECEMBER 2012**

2015 SIDEWALK REPLACEMENT PROGRAM

ITEM #1:

GENERAL INFORMATION:

Any reference to the Department of Human and General Services or Community Development Block Grant Program shall be interpreted to mean the Public Works Department or Capital Improvement Project.

Any reference to the City Engineer, Engineering Department, Design Engineer, City Representative, and Construction Manager, shall be interpreted to mean the Public Works Operations Manager or his designated representative for this project.

ITEM #2:

GENERAL CONDITIONS:

Page 32, Section 58, "MAINTENANCE BOND FORM" Add:
**This Sidewalk Replacement Program contract does require a
MAINTENANCE BOND per contract general conditions.**

SPECIAL CONDITIONS:

Page 41 Section 13, Construction Sequence, Maintenance of Traffic and Maintenance of Access to Individual Properties

Add: (e) "The Contractor will inform the adjacent property owners of the proposed sidewalk replacement prior to removal of the existing sidewalks. The Contractor will do so by placing City provided "door hangers" upon homes and businesses affected by the work. The Contractor's name, contact person and phone number will be stamped in the place provided on the City's form. The roadway shall not be closed, except when and where directed by Public Works Operations, and when ever the roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Fire hydrants on or adjacent to the streets shall be kept accessible to the fire apparatus at all times and no materials or obstruction shall be placed within ten feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Materials stored along the roadway must be placed so as to cause as little obstruction to the traveling public as possible. No equipment will be parked on private property without the owner's written consent.

The Contractor shall provide, position, erect and maintain all necessary traffic control personnel, barricades, suitable and sufficient caution lights, danger signals and traffic control signs (ROAD CLOSED, DETOUR, WET CONCRETE, LOOSE SAND, FRESH OIL, etc.) and take all necessary precautions for the protection of the work and safety of the public. Signs will comply

with current MUTCD code and be a minimum of 30" X 30". Due to the multitude of intersections within the scope of work some traffic control may be necessary on side streets.

The roadway shall not be closed, except when and where directed by Public Works Operations, and when ever the roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs or manned by traffic control personnel as needed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures and intersections, directing the traffic around the closed portion or portions of the highway so that the temporary detour route or routes shall be clearly indicated. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise."

Page 42, Section 14, Add: "The requirement for an Arkansas Contractor's License also applies to subcontractors for subcontracts of \$20,000 or more."

ITEM #3:

Attention is called to attached "**CERTIFICATE AND RELEASE**" instrument which will be required before final payment is complete. (See Attached, page #31).

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATIONS
4" THICK SIDEWALK REPLACEMENT
6" THICK SIDEWALK/DRIVEWAY REPLACEMENT

9.01 Description.

These items shall consist of the removal and disposal of existing damaged sidewalks, driveways at sidewalk crossings, site preparation, and excavation or filling of the subgrade as necessary to construct 4" thick concrete sidewalks meeting ADA standards. The new sidewalks will be 6" thick if within the width of a driveway at grades as directed by the City of Little Rock Public Works Department. The pay items include restoration of topsoil, sod and surrounding areas disturbed by the construction. All materials and work shall be in accordance with these specifications. Minimum wages shall be per Arkansas Department of Labor Prevailing Wage Law. The City of Little Rock will designate a Construction Manager to inspect construction of the program.

9.02 Materials.

All replaced sidewalks will be concrete having a minimum compressive strength of 3000 psi at 28 days. The acceptable slump range is from 1" to 4", the air content shall be within the compliance limits of 4% to 8%. The contractor will be responsible for providing the City of Little Rock with concrete test reports from a materials testing firm approved by the City of Little Rock. Test samples shall be taken at a minimum rate of one test per 5000 square feet of sidewalk installed. Each test shall consist of a minimum of two cylinders and each test report shall contain the compressive strength at 28 days, the slump and the air content. The City of Little Rock may perform additional material testing at its own cost. The City of Little Rock will utilize the AHTD 2014 edition of Standard Specifications, table 802-2, to determine compliance and price reduction for the air content and minimum compressive strength of concrete which fails to meet compliance limits.

Fill material used in subgrade preparation shall be suitable for backfill under concrete sidewalks as determined by the City of Little Rock. All surface areas disturbed by construction shall be replaced with solid sodding of the same type grass as exists on the adjacent property (example – Bermuda, Zoysia and St. Augustine). If the adjacent properties do not use special types of grasses such as Zoysia or St. Augustine, then Bermuda sod shall be installed on all disturbed areas.

9.03 Construction Requirements.

Contractor is responsible for calling "One Call" to have utilities marked and will be responsible for damages caused to utilities or service lines by the construction. The Contractor will inform the property owners, adjacent to the sidewalk being replaced, of construction activities one to three days in advance of the construction activities. The Contractor will do so by placing, City provided "door hangers", upon homes and businesses along the sidewalk affected by the work. The Contractor's name, contact person, and phone number shall be placed by the contractor in the place provided in the City's form. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient caution lights, danger signals and traffic control

signs (SIDEWALK CLOSED, ROAD CLOSED, DETOUR, CONSTRUCTION AHEAD, etc.) and shall take all necessary precautions for the protection of the work and safety of public and private properties, especially pedestrians. All open excavations will be secured for safety with orange plastic safety fencing until a point in time the sidewalk is safe for travel. All signage and barricades used during maintenance of traffic shall be clean and in good condition.

Sidewalks to be replaced will be marked in the field by the City of Little Rock. Where sidewalks exist and are scheduled to be replaced, the contractor shall saw cut at an existing joint in a straight line and remove and dispose of the concrete being replaced. The subgrade shall be excavated or filled to the required grade. Soft and yielding material, as determined by the Construction Manager, shall be removed and replaced with suitable material and the entire subgrade shall be thoroughly compacted with approved mechanical equipment. The subgrade under sidewalks shall be compacted to not less than 90% maximum density or as approved by the Construction Manager. Forms shall be free from warp and of sufficient strength to resist springing or deflection during the process of depositing concrete. The forms shall be securely staked, braced, set, and held firmly to the required line and grade. The proposed grade and limits of the sidewalks to be replaced will be determined by the Construction Manager. The proposed grade of the new sidewalk may be up to 12" higher or lower than the existing sidewalk as directed by the Construction Manager, with no additional costs charged to the City of Little Rock. **Ideally, the contractor shall form the sidewalks with a 1% cross slope. Sidewalks being replaced shall not have a cross slope exceeding 2% per ADA requirements, except a 5 foot section of sidewalk at each end of the sidewalk length may be warped to match the existing sidewalk or driveway cross slopes.** Other than a 5 foot length of the new sidewalk at each end of the sidewalk length, sidewalks constructed with a cross slope exceeding 2% cross slope, shall be removed and replaced at the contractor's expense. Expansion joints (1/2") thick shall be placed (1) at each 60 foot interval of new sidewalk, and (2) between new sidewalk and existing sidewalks, and (3) between the new sidewalk and adjacent structures, including but not limited to inlets, junction boxes, power poles, retaining walls, and driveways. All expansion joints shall be sealed with an approved concrete joint sealer material. Where sidewalks are abutting inlets or junction boxes, the contractor shall install 18" long x 1/2" capped on one end dowel bars spaced at 12" on center to avoid settlement of the sidewalk around the structure. The contractor shall construct 6" thick concrete sidewalks/driveways only as directed by the Construction Manager. Sidewalk edges shall be rounded with a 1/4" radius, including edges at joints.

No concrete shall be placed without the approval of the Construction Manager. The contractor shall notify the Construction Manager 24 hours in advance to arrange for inspection of the forms prior to concrete placement. The concrete shall be deposited in the forms to such depth that when it is compacted and finished, the top shall be at the required elevation. The concrete shall be thoroughly consolidated and the edges along the forms shall be spaded to prevent honeycomb. The top shall then be struck off with a straightedge. A tool joint to a depth of 1" shall be formed at intervals not greater than the width of the sidewalk being constructed, or as directed by the Construction Manager. Final finishing of the surface shall be by steel trowel finish followed by light brushing or brooming to attain a slightly roughened texture perpendicular to the sidewalk. The contractor is responsible for protecting the concrete from adverse weather and from defacement and disfigurement until the final work is accepted by the City of Little Rock, this includes but is not limited to footprints and/or words written in the concrete. Concrete damaged

by adverse weather, defacement or disfigurement will be replaced by the contractor at no cost to the City of Little Rock.

After the forms have been removed, disturbed areas and the spaces on each side of the walks shall be backfilled with suitable topsoil material, which shall be firmly compacted and neatly graded. All disturbed areas shall be replaced with solid sodding of the same type grass as exists on the adjacent property (example – Bermuda, Zoysia and St. Augustine). Seeding will not be accepted. The contractor will shape and grade with topsoil then sod the adjacent disturbed property, within 5 feet of the sidewalk edges, to match the new sidewalk grades and location as directed by the Construction Manager at no additional cost. The City of Little Rock will be responsible for obtaining any temporary construction easements or right of entry necessary for construction on private property.

The contractor is notified that it is the intent of this sidewalk replacement program not to damage or cause unnecessary damage to trees during construction. For this reason, the Construction Manager will as necessary direct the contractor to route the new sidewalks around trees or lift the proposed sidewalk grade up to go over large tree roots. The contractor will cut, remove and dispose of large tree roots only when and where directed by the Construction manager. When a sidewalk's proposed grades are raised to go over large tree roots, then the proposed sidewalk will transition back down to the existing sidewalk grade at a slope not to exceed 1 to 12 (8.33%). If a step is removed during excavation or needs to be modified due to the new sidewalk grades, then the contractor shall replace the step as directed by the Construction Manager. No trees of any diameter or shrubs shall be removed by the contractor unless directed by the Construction Manager. Removal of trees, exceeding 6" diameter, is not part of this pay item and if necessary will be contracted separately as determined by the City of Little Rock. The contractor is responsible for damage caused by construction including but not limited to damage to walls, private sidewalks, driveways, underground utilities and private utility service lines.

9.04 Method of Measurement

The replaced sidewalks will be measured by the square foot of either 4" Thick Sidewalk Replacement, or 6" Thick Sidewalk/Driveway Replacement of sidewalks installed. The measurement shall be composed of the horizontal width by the horizontal length.

9.05 Basis of Payment.

Work completed, accepted and measured as provided above will be paid for at the contract unit price bid per square foot for 4" Thick Concrete Sidewalk Replacement, or 6" Thick Sidewalk/Driveway Replacement, which price shall be full compensation for all work as prescribed herein, and for all labor, equipment, tools, notifying property owners with door hangers, material testing, maintenance of traffic, concrete, excavation, fill material, topsoil, sod, steps, dowel bars, expansion joints, expansion joint fill material, removal and disposal of existing sidewalks, saw cutting, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
4" Thick Sidewalk Replacement	Square Foot
6" Thick Sidewalk/Driveway Replacement	Square Foot

**CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT
2015 SIDEWALK REPLACEMENT PROGRAM SECTION 800**

Quantities are estimated. The proposed Street list (Section 800) may be modified. The City of Little Rock reserves the right to increase or diminish quantities as reasonably necessary or desirable. Sidewalks to be replaced at each location will be marked in the field by the City of Little Rock.

Ward	SIDEWALK LOCATION	ESTIMATED SQUARE FEET OF 4 INCH THICK SIDEWALK	ESTIMATED SQUARE FEET OF 6 INCH THICK SIDEWALK and DRIVEWAY
1	West side of Louisiana Street between 23rd Street and Roosevelt Road	1510	545
1	West side of Louisiana Street between 23rd Street and 22nd Street	448	240
1	West side of Main Street between 22nd Street and 23rd Street	1160	0
1	West side of 23rd Street between Main Street and Louisiana Street	900	150
1	East side of Louisiana Street between 20th Street and 21st Street	675	100
1	South side of Charles Bussey Avenue between Scott Street and Main Street and west side of Scott Street between Charles Bussey Avenue and 21st Street	1455	0
1	West side of Cumberland Street between 19th Street and 20th Street	750	337
1	West side of Cumberland Street between 21st Street and 20th Street	1340	546
1	West side of Rock Street between Charles Bussey Avenue and 19th Street and north side of Charles Bussey Avenue between Rock Street and Cumberland Street	1675	552
1	West side of Rock Street between 19th Street and 17th Street	260	0
1	East side of Bragg Street between 23rd Street and 22nd Street	204	208
1	West side of Rock Street between 21st Street and 22nd Street	1330	0
1	South side of 19th Street between Park Street and Commerce Street	200	120
3	West side of Palm Street between Markham Street and "B" Street	1168	64
3	East side of Palm Street between Markham Street and "B" Street	340	300
3	West side of Palm Street between "B" Street and Lee Street	500	260
3	East side of Palm Street between "B" Street and Lee Street	640	360
3	West side of Ash Street between Lee Street and Woodlawn Street	950	80
3	West side of Beechwood Street between Woodlawn Drive and Lee Street	240	80
3	North side of Woodlawn Drive between Spruce Street and Palm Street	300	0
3	East side of Spruce Street between "F" Street and Kavanaugh Boulevard	550	0
3	West side of Beechwood Street between Markham Street and "B" Street	1160	0
3	South side of "C" Street from Van Buren Street to Harrison Street	256	192
3	South side of Woodlawn Drive from Grant Street to Buchanan Street	800	240
3	East side of Jackson Street from Woodlawn Drive to "F" Street	620	0
3	North side of Woodlawn Drive from Jackson Street to Monroe Street	925	0
3	West side of Jackson Street from "G" Street to Kavanaugh Boulevard	730	80
2015 SIDEWALK REPLACEMENT PROGRAM TOTALS		21,086	4454

APPENDIX "E"

**CODE 18-52 SUBSECTION (B) (12)
AND HOLIDAY SCHEDULE**

LITTLE ROCK CODE

ARTICLE II. OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Sec. 18-51. Penalty.

Any person **convicted of a violation of any of the provisions of this article** shall be punished as provided in section 1-9.

Sec. 18-52. Noises prohibited generally.

(a) The creating of any unreasonably loud, disturbing and unnecessary noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or **in** disturbance of the public peace and welfare is prohibited.

(b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises unlawful, but this enumeration shall not be deemed to be exclusive:

- (1) The sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or **if in motion only as a danger signal** after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such devices for an unnecessary and unreasonable period of time.
- (2) The playing of any radio, phonograph, any type of audio equipment, or any musical instrument in such a manner or with such volume, particularly during the hours between 10:30 p.m. and 7:00 am. as to annoy or disturb the quietness, comfort or peace of any persons in or around any office, hospital, or in any dwelling, hotel or other type of residence.
- (3) Any group yelling, hooting, shouting out or the playing of any type of audio equipment on the public streets, at any time or place, in such a manner as to annoy or disturb the quiet, comfort or peace of persons in any hospital, dwelling, hotel or other type of residence or otherwise creates an annoyance or problem.
- (4) The keeping of any animal, bird, or fowl which by causing frequent or long continued noise shall disturb the comfort or repose of any person in the vicinity.
- (5) The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (6) The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities.
- (7) To discharge into the open air of the exhaust of any steam engine, stationary internal combustion

engine, motor vehicle or motorboat engine except through a muffler or other device which will effectively prevent loud or explosive noises there from.

Cross reference—Muffler cutouts prohibited, § 32-9(bX4).

- (8) The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same is in session, or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof or adjacent to or near any residence; provided, however, that in case of emergencies when the public health, safety or general welfare is in danger, necessary work may be done immediately by first **securing a permit from the building inspector, if this is obtainable, or if it is not** first obtainable, the necessary work may be done and at the first opportunity reported to the building inspector, who shall issue a permit effectively retroactively to the beginning of the emergency, provided also that where underground repair or construction work is necessary adjacent to or in the vicinity of a school, an institution of learning, a church, a court, or hospital, the building inspector may issue a permit for same, the work to be done at reasonable hours to be designated by the building inspector.
- (9) The creation of loud and excessive noise in connection with unloading or loading any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (10) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale or display of merchandise.
- (11) The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other purposes.
- (12) The erection (including excavation), demolition, alteration or repair of any building in any residential district or section, the excavation of streets and highways in any residential district or section other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent~necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed thirty (30) days while the emergency continues; provided, however, that if an emergency arises when a permit is not obtainable, the necessary work may be done and reported to the building inspector **at the earliest date this his office** is open after the emergency arises and he shall issue a permit effective retroactively **to the beginning of the emergency. If the building inspector should determine that the public health and safety will not be** impaired by the erection, demolition, alteration or repair of any building, or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within such hours upon application being made at the time the permit for the work is awarded or during the progress of the work.

(c) This section does not apply to:

- (1) Any vehicle of the city while engaged upon necessary public business.
- (2) Excavations or repairs of bridges, streets or highways by or on behalf of the city, county, or state, when the public welfare and convenience renders it impossible to perform such work during the day.
- (3) The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in character.

- (4) Necessary warning signals given by an ambulance operator or licensed physician while answering an emergency call for medical assistance.
- (5) Construction work between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and Saturdays in areas declared by resolution of the board of directors to be disaster areas. For purposes of this subsection, construction work means the erection, including excavation, demolition, alteration or repair of any building in a residential district. Any resolution to declare an area a disaster area shall include a map of the area and a time period during which such designation shall be effective.
(Code 1961, §~ 25-7 1—25-73; Ord. No. 18,070, § 1, 7-20-99)

Editor's note—At the request of the city, § 25-72(h) of the 1961 Code has been included herein with the publication of Supplement No. 10 as having been inadvertently omitted from this Code. Designation as § 18.52(b)(12) was at the discretion of the editor.

State law reference—Municipal authority to prevent noise, A.C.A. § 14-54-103.

Sec. 18-53. Conduct in drive-in restaurants.

(a) In this section "drive-in restaurant" means any restaurant where meals, sandwiches, ice cream, or other food, is served directly to or is permitted to be consumed by patrons in automobiles, motorcycles or other vehicles parked on the premises.

(b) It shall be unlawful for any person while on or adjacent to the premises of a drive-in restaurant to race the motor of any car, to suddenly start or stop any car, or to make or cause to be made, any other loud or unseemly noise. It shall be unlawful for any other person parked on the premises of a drive-in restaurant, to blow or cause 'to be blown any automobile horn or motorcycle horn at any time while parked.

(c) It shall be unlawful for any patron or other person on the premises of a drive-in restaurant to drink any beer, unless purchased on the premises. It shall be unlawful for any patron or other person on the premises of a drive-in restaurant to create a disturbance or a breach of the peace in any way whatsoever, including but not limited to loud and offensive talk, the making of threats or attempting to intimidate, or in any other conduct which causes a disturbance or a breach of the peace or threatened breach of peace. No person shall drive a motor vehicle onto the premises of a drive-in restaurant and leave the premises without parking such motor vehicle, unless there is no unoccupied parking space available on the premises.

(d) It shall also be unlawful for any person to leave any unoccupied motor vehicle on any drive-in restaurant parking lot and leave the premises thereof except with the knowledge and consent of the operator of the restaurant.

(e) It shall be the duty of each drive-in restaurant operator to post on the premises, in a conspicuous location, one (1) or more signs bearing the following legend:

"Cruising in a motor vehicle is unlawful. **Loud** and offensive talk and other disturbance **or breach of peace** is prohibited. No unoccupied vehicle may be left on these premises without the consent of the restaurant operator."

(Code 1961, §~ 25-156---25-158)

CITY OF LITTLE ROCK

HUMAN RESOURCES DEPARTMENT

500 W. Markham - Suite 130W - Little Rock, Arkansas 72201-1428

(501) 371-4590 & FAX (501) 371-4496

www.littlerock.org

TO: DEPARTMENT DIRECTORS

FROM: STACEY WITHERELL, DIRECTOR OF HUMAN RESOURCES

SUBJECT: 2015 HOLIDAY SCHEDULE

DATE: OCTOBER 31, 2014

The following holidays will be observed by the City's non-uniformed employees in 2015:

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	January 1, 2015 Thursday
Martin Luther King, Jr.'s Birthday	January 19, 2015 Monday
President's Day	February 16, 2015 Monday
Memorial Day	May 25, 2015 Monday
Independence Day	July 3, 2015 Friday
Labor Day	September 7, 2015 Monday
Veterans Day	November 11, 2015 Wednesday
Thanksgiving Day	November 26, 2015 Thursday
Christmas Day	December 25, 2015 Friday

If you have questions, please contact me at 371-4549.

APPENDIX “F”

CITY OF LITTLE ROCK

HOUSE BILL 1954

ACT 1310 OF 1999

SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISES

PARTICIPATION

Stricken language would be deleted from and underlined language would be added to law as it existed prior to the 82nd General Assembly.

State of Arkansas *As Engrossed: H3/18/99 H3/23/99*

82nd General Assembly

A Bill

Regular Session, 1999

HOUSE BILL 1954

By: Representatives J. Lewellen, Harris

For An Act To Be Entitled

“AN ACT TO AMEND ARKANSAS CODE 22-9-203 PERTAINING TO PUBLIC WORKS PROJECTS.”

Subtitle

*“TO AMEND ARKANSAS CODE 22-9 -203
PERTAINING TO PUBLIC WORKS PROJECTS BIDS
BYENCOURAGING SMALL, MINORITY, AND
WOMEN BUSINESS ENTERPRISES.”*

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code 22-9-203 is amended by adding a new subsection at the end thereof to read as follows:

“(i) No contract providing for the making of major repairs, alterations or for the erection of buildings or other structures, or for making other permanent improvements shall be entered into by the state, any agency thereof county, municipality, school district, or other local taxing unit with any contractor in instances where all estimated costs of the work shall exceed the sum of seventy-five thousand dollars (\$75,000) unless the bid documents contain statements which encourage the participation of small, minority, and women business enterprises.”

SECTION 2. All provisions of this act of a general and permanent nature are amendatory to the Arkansas Code of 1987 Annotated and the Arkansas Code Revision Commission shall incorporate the

same in the Code.

SECTION 3. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

SECTION 4. All laws and parts of laws in conflict with this act are hereby repealed.

/s/J. Lewellen, et al