CITY OF LITTLE ROCK, ARKANSAS

CAPITAL IMPROVEMENT PROJECT

SPECIFICATIONS
AND
BID AND CONTRACT DOCUMENTS

FOR

FLORIDA AV AT L & M STREETS 13-3-018

BID # 15-010

"We're Proud of Our Works"

CITY OF LITTLE ROCK
DEPARTMENT OF PUBLIC WORKS
CIVIL ENGINEERING DIVISION

APRIL, 2015

CITY OF LITTLE ROCK
CAPITAL IMPROVEMENT PROJECT

FLORIDA AV AT L & M STREETS 13-3-018
BID #15-010

The documents, information, statements, certifications, conditions, specifications and drawings hereunder listed, together with all addenda shall form part of the contract and the provisions thereof shall be as binding upon the parties thereto as if they were therein fully set forth. 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.

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APPENDIX "E" JOB SPECIAL PROVISIONS (IF REQUIRED)

CONTRACT CONDITIONS AND SPECIFICATIONS MANUAL

(NOTE: City of Little Rock Public Works Department Contract Conditions and Specifications Manual, 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).

A. General Conditions (Bound Separately)

GENERAL CONDITIONS

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Documents
5. Materials, Services, and Facilities
6. Contractor's Title to Materials
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property – Emergency
14. Inspection
15. Reports, Records, and Data
16. Superintendent by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated Damages
20. Correction of Work
21. Examination of Plans, Specifications, Special Provisions, and Site of Work
22. Claims for Extra Cost
23. Right of Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
25. Payments to Contractor

A. CONTRACT CONDITIONS AND SPECIFICATIONS MANUAL Continued
General Conditions – Continued – (Bound Separately)

26. Acceptance of Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contract
34. Subletting of Contract
35. Construction Manager's Authority
36. Stated Allowances
37. Use of Premises and Removal of Debris
38. Quantities of Estimate
39. Lands and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Provisions Required by Law Deemed Inserted
44. Protection of Lives and Health
45. *DELETED*
46. Interest of Member of Congress
47. Other Prohibited Interests
48. Use and Occupancy Prior to Owner's Acceptance
49. Suspension of Work
50. *Compliance with Federal Labor Standards Provisions*
51. Special Equal Opportunity Provisions
52. *"Section 3" Compliance*
53. *Certification of Compliance with Air and Water Acts*
54. Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention
55. Termination of Contract for Convenience of Owner
56. Dismissal of Employee
57. Maintenance Bond
58. Maintenance Bond Form

CONTRACT CONDITIONS AND SPECIFICATIONS MANUAL Continued
B. Special Conditions – (Bound Separately)

SPECIAL CONDITIONS

1. Definitions
2. Responsibilities of Contractor
3. Communications
4. Signs
5. Construction Manager's Field Office and Other Temporary Space
6. Partial Use of Improvements
7. Work by Others
8. Contract Documents and Plans
9. Applicable Codes and Ordinances of the City of Little Rock, Arkansas
10. Function of the Consulting (Design) Engineer
11. Duties of the Construction Manager
12. Layout of Work

CONTRACT CONDITIONS AND SPECIFICATIONS MANUAL Continued

B. Special Conditions (Continued) – (Bound Separately)

13. Construction Sequence, Maintenance of Traffic and Maintenance of Access to Individual Properties
14. Arkansas State License
15. As-Built Drawings
16. Rights of Entry and Easements
17. Scope, Nature and Intent of Contract, Specifications And Plans
18. Figured Dimensions to Govern
19. Contractor to Check Plans and Schedules
20. Inspection
21. Protection of Public Utilities
22. Sanitary Conveniences
23. Privileges of Contractors in Streets
24. Dust Control

C. CONTRACT CONDITIONS AND SPECIFICATIONS (CONT.) (Current Edition Bound Separately)

TECHNICAL SPECIFICATIONS

Section 1 – Specifications, Arkansas State Highway Commission
Section 2 – Site Preparation
Section 3 – Earthwork
Section 4 – Aggregate Base Course
Section 5 – Prime Coat
Section 6 – Asphalt Surface, Binder and Asphalt Stabilized Base Course
Section 7 – Driveways, Driveway Extensions and Aprons
Section 8 – Concrete Curb and Gutter
Section 9 – Concrete Sidewalks and Steps
Section 10 – Inlets and Junction Boxes
Section 11 – Concrete and Reinforcing Steel
Section 12 – Unclassified Excavation for Structuring
Section 13 – Pipe Culverts and Storm Drainage Piping
Section 14 – Solid Sodding
Section 15 – Shrubbery Relocation and Hedge Relocation
Section 16 – Maintenance of Traffic
Section 17 – Pavement Repairs
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)
Section 19 – Clean-up
Section 20 – Pipe Embedment
Section 21 – Lime Treated Subgrade
Section 22 – Mailbox Relocation
Section 23 – “B” Stone
Section 24 – Temporary Erosion Control
Section 25 – New Fence
Section 26 – Trench or Excavation Safety Systems
Section 27 – Cold Milling Asphalt Pavement
Section 28 – Guard Rail

ADVERTISEMENT FOR BIDS
BID # **15-010**

The City of Little Rock, Arkansas, will receive bids for the **FLORIDA AV AT L & M STREETS 13-3-018**

until**, 2:00 P.M.** Local time on the **3rd day of June, 2015,** in the Purchasing office, City Hall Sui HAWTHORNE – TYLER DRAINAGE 13-3-005te 300, 500 West Markham Street, Little Rock, Arkansas 72201, at which time and place all bids will be publicly opened and read aloud.

The improvements will consist of approximately the following:

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
2.01	SITE PREPARATION	LS	1
3.01	UNCLASSIFIED EXCAVATION	CY	100
3.40	TOPSOIL - 4" DEPTH	CY	134
501.01	8" PORTLAND CEMENT CONCRETE PAVEMENT	SY	132
6.01	ACHM SURFACE COURSE	TON	105
7.06	CONCRETE DRIVEWAY (6" THICK), STANDARD FINISH	SF	1882
7.07	CONCRETE DRIVEWAY (6" THICK), EXPOSED AGGREGATE FINISH	SF	494
8.03	CONCRETE CURB AND GUTTER (CLASS 3)	LF	535
9.04	CONCRETE SIDEWALK (4" THICK)	SF	2310
9.07	CONCRETE WALK OVER FLUME	EA	1
14.01	SOLID SODDING, BERMUDA	SY	1200
18.55	WATER FOR DUST CONTROL	GAL	1000
18.50	ACCESS RAMP	SF	70
16.01	MAINTENANCE OF TRAFFIC	LS	1
17.01	PAVEMENT REPAIRS	SY	150
18.40	HANDRAIL	LF	8
19.01	FINAL CLEANUP	LS	1
24.09	SEDIMENT BARRIER, BLOCK (SD4)	EA	3
24.11	SILT FENCE - TYPE A (SFA)	LF	110
29.10	PROJECT INFORMATION KIOSK (PW-18)	LS	1
719.12W	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LF	50

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to the City of Little Rock (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on the current United States Department of Treasury's Listing of Approved Sureties. On and after this date, 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. Use the "Arkansas Performance Bond" form in this set of documents.

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 security. 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.

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:

(1) Department of Public Works/Engineering Division
701 W. Markham
Little Rock, AR 72201-1300

Copies of the Contract Documents can be be obtained from the office of the Civil Engineering Division, Department of Public Works, at the above address, at a cost of $50.00 for each set, check or money order (no cash) payable to the City of Little Rock. NO REFUNDS will be made.

All Terms and conditions of the General Specifications must be strictly adhered to.

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.

Each bidder must be in compliance with all requirements of this document.

Each bidder must be in compliance with the requirements of Act 150 of 1965, effective June 9, 1965, subject to any subsequent amendments, which is the current Arkansas State Licensing Law for Contractors

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.

The City of Little Rock, Arkansas invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received in the Purchasing Department, City Hall, Suite 300, 500 W. Markham, Little Rock, AR 72201, 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 in "**INVITATION TO BIDDERS"** section of contract document**.**

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.**

All blank spaces for bid prices should be filled in, 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.

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. Each bid must be submitted in sealed envelopes to be furnished by the Bidder and designated as shown. 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.
Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on the project, and that the contractor must ensure that employees and applicants for employment are not unlawfully discriminated against because of their race, color, creed, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity, or genetic information.

Nondiscrimination: Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity, or genetic information, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

CITY OF LITTLE ROCK, ARKANSAS
Abdoul Kabaou, Purchasing Agent

FLORIDA AV AT L & M STREETS 13-3-018
DATE: **June 3, 2015** **2:00 p.m. Local Time**
BID NO: **15-010**

The City of Little Rock encourages participation of small, minority, and women 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 women owned businesses to partner with them.

INFORMATION FOR BIDDERS

1. Project Site

The location of the project is street improvements on Florida Av., from L Street to M Street, as shown on plans.

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 be received by the City at the Purchasing Agents office 3rd Floor of City Hall, 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

These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract documents, filled out or executed. Separate copies of Bid Forms are to be furnished 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.

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. Each bid must be submitted in sealed envelopes to be furnished by the Bidder and designated as shown. 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:
Section 1. Bid Form Proposal & Addendum Acknowledgement
Section 2. Bid Form Bid Schedules
Section 3. Bid Bond Guarantee (5% of bid)
Section 4. Bid Form Statement of Bidder's Qualifications:
Section 5. Certification of Current Arkansas State Contractor's License

Each proposal/bid must be submitted on the prescribed forms 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" - SHALL CONTAIN

Include:
Section 1. Bid Form Proposal & Addendum Acknowledgement (If Applicable)
Section 2. Bid Form Bid Schedules
Section 3. Bid Bond Guarantee (5% of bid)

ENVELOPE "B" - SHALL CONTAIN

Include:
Section 4. Bid Form Statement of Bidder's Qualifications:
Include Contacts-

Principals	**Firm**
Name(s)	**Name**
Home Address,	**Treasury Number**
City, State and Zip Code	**Business Address,**
Business Phone & Fax Number(s)	**Business Phone & Fax Number**(s)
City, State and Zip Code	

Section 5. Certification of Current Arkansas State Contractor's License

ENVELOPE "C" - SHALL CONTAIN

(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 Officer**
Room 301, City Hall
Little Rock, AR 72201

FLORIDA AV AT L & M STREETS 13-3-018

Bid No.: 15-010

To Be Opened: June 3, 2015, at 2:00 p.m. Local Time.

4. **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.

5. **Qualifications of Bidder**

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.

6. **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 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 became effective on August 16, 2013, all bonds submitted to the City of Little Rock (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on the current United States Department of Treasury's Listing of Approved Sureties. On and after this date, 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 security. 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..

7. **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 ten (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.

8. **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 will require the Contractor to begin the work to be performed within ten (10) calendar days after the date of receipt of the Notice to Proceed, and to complete that work within 90 consecutive calendar days after receipt of said notice provided, within ten (10) calendar days of the notice of acceptance of his bid, the bidder shall notify the City of any utility relocation issues or concerns regarding the construction site. Should problems with utility relocation on the work site necessitate a different time for work to commence and end, the City and the bidder will meet and negotiate a time period for beginning work and completing work.

NOTE: The City may exercise its option of delay of issuing the "Notice to Proceed," not to exceed sixty (60) days after the date of entering into the Contract. Calendar days are calculated to allow for adequate time to complete project. Included in total calendar days are non-working days for this 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. 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 days above and beyond this monthly allowance will extend the allowable contract period. (See Monthly List - **Appendix "C".)**

9. 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 and Eighty Dollars ($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.

10. **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. **Security for Faithful Performance**

Simultaneously with their **hand delivery** of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of each copy 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 surety company satisfactory to the Owner**. The use of Arkansas Performance and Payment Bond (Arkansas Code Annotated 14-604 s, Rev. 1/76) is mandatory. A copy is included in these documents**.

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to the City of Little Rock (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on the current United States Department of Treasury's Listing of Approved Sureties. On and after this date, 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 security. 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.

13. **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.

14. **Notice of Special Conditions**

The bidder's attention is directed to the proposed contract attached to this invitation to bid and the Contract Conditions and Specifications Manual, (current addition), of the City of Little Rock, Public Works Department consisting of General Conditions, Special Conditions and *AHTD Standard Specifications for Highway Construction, 2003*. 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 21 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

15. **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.

16. **Method of Award - Lowest Qualified, Responsive and Responsible Bidder**

If deductive alternates are requested, they will be selected on the basis of funds available and may vary from none to all requested. Selections may not be 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**.

17. **Obligation of Bidder**

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.

18. **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. Projects with trenching or excavation which exceeds five feet in depth shall comply with Arkansas Code Annotated 22-9-212; an act to require the inclusion in all bids for public works projects a separate price pay item for trench or excavation safety systems, to invalidate bids which do not contain such provisions, to declare an emergency, and for other purposes. The contract bid form shall include a separate pay item for trench or excavation safety systems and be included in the base bid. In the event a contractor fails to complete a separate pay item as set forth above, the bid shall be considered invalid and declared non-responsive. The current edition of OSHA Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, is incorporated by reference in the Contract Documents.

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.

19. **Arkansas State Licensing Law**

a. Attention of bidders is particularly called to the requirement that bidders must be in compliance with the requirement of Arkansas Act 150 of 1965, as amended (codified at Ark. Code. Ann. §§ 17-25-101 et seq.), which is the current Arkansas State Licensing Law for Contractors.

b. Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and include in the submission of the bid a certification substantially in the form herein provided to the effect that he has a current Arkansas State Contractor's License in compliance with the requirements of the aforementioned law.

c. Bids Submitted by a "Joint Venture / Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the bid form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.

20. **Schedule of Work**

Title Sheet
Plan Pages including Quantities, Legend, General Notes, Details & Typical Section and Special Provisions, as applicable

21. **Applicable Edition, Contract Conditions and Specification**

Included in these bid documents and proposed contract are the applicable edition of the City of Little Rock, Public Works Department, Contract Conditions and Specifications Manual, current edition, and the current edition of *AHTD Standard Specifications for Highway Construction*. See also all addenda, if any, to the Contract Conditions and Specifications Manual and all Special Provisions.

22. **Subcontractors**

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

23. **Temporary Erosion Control**

Prior to the start of the applicable construction, the Contractor shall submit for approval his schedules for accomplishment of soil-erosion-control work. No work shall be started until the soil-erosion control schedules and methods of operations have been reviewed and approved by the Engineer. See Erosion Control plan sheets.

24. **Project Information Kiosk**

To be installed within One (1) week of Contractor beginning work on the project. Locate per direction of the Construction Manager. See Standard Detail – Latest Version for Detail

25. **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 in APPENDIX "A".

26. **Small, Minority and Women Business Enterprises**

Pursuant to State Act 1310 of 1999 (Attached in APPENDIX "D"), the following statement is applicable for any construction project exceeding $75,000:

The City of LITTLE ROCK encourages participation of Small, Minority and Women owned Business Enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor of subcontractor. It is further requested that whenever possible, Majority contractors who require sub –contractors, seek qualified Small, Minority and Women owned Businesses to partner with them.

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 _____, _____..

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 **FLORIDA AV AT L & M STREETS 13-3-018 BID #15-010.**

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 Office, Suite 300 City Hall

Date: **June 3, 2015** **2:00 p.m. Local Time**

Project Bid No: **15-010**

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

FLORIDA AV AT L & M STREETS 13-3-018

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 **90** 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 _____

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:

*Insert corporation, partnership or individual as applicable.

BASE BID UNIT PRICE SCHEDULES **#15-010** Bidder agrees to perform all the construction work described in the specifications, special provisions and shown on the plans for the following unit and lump sum prices:

FLORIDA AV AT L & M STREETS 13-3-018
CONSTRUCTION SCHEDULE

Item No.	Est. Quan.	Unit	Description with Unit Price Written in Words	Unit Price (Number)	Total
2.01	1	LS	Site Preparation _____ per LS	XXXXXXXXX	$_____
3.01	100	CY	Unclassified Excavation _____ Per CY	$_____	$_____
3.40	134	CY	Topsoil, 4" Depth _____ Per CY	$_____	$_____
501.01	132	SY	8" Portland Cement Concrete Pavement _____ Per SY	$_____	$_____
6.01	105	TON	Asphalt ACHM Surface Course _____ Per TON	$_____	$_____
7.06	1882	SF	Concrete D/W Apron (6" Thick), Standard Finish _____ Per SF	$_____	$_____
7.07	494	SF	Concrete D/W Apron (6" Thick), Exposed Aggregate Finish _____ Per SF	$_____	$_____
8.03	535	LF	Concrete Curb & Gutter (Class 3) _____ Per LF	$_____	$_____
9.04	2310	SF	Concrete Sidewalk, 4" Thick _____ Per SF	$_____	$_____
9.07	1	EA	Concrete Walk over Flume _____ per EA	$_____	$_____

Item No.	Est. Quan.	Unit	Description with Unit Price Written in Words	Unit Price (Number)	Total
14.01	1200	SY	Solid Sodding -BERMUDA _____ _____ Per SY	$_____	$_____
18.50	70	SF	Access Ramp _____ _____ per SF	$_____	$_____
18.55	1000	GAL	Water for Dust Control _____ _____ per GAL	$_____	$_____
16.01	1	LS	Maintenance of Traffic _____ _____ per LS	XXXXXXXXX	$_____
17.01	150	SY	Pavement Repairs (PW-25) _____ _____ Per SY	$_____	$_____
18.40	8	LF	Handrail _____ _____ Per LF	$_____	$_____
19.01	1	LS	Final Cleanup _____ _____ per LS	XXXXXXXXX	$_____
24.09	3	EA	Sediment Barrier Block (SD-4) _____ _____ Per EA	$_____	$_____
24.11	110	LF	Silt Fence Type A (SFA) _____ _____ Per LF	$_____	$_____
24.05	20	CY	Rock Dam (RD) _____ _____ Per CY	$_____	$_____
29.10	1	LS	Project Information Kiosk (PW-18) _____ _____ per LS	XXXXXXXXX	$_____

Item No.	Est. Quan.	Unit	Description with Unit Price Written in Words	Unit Price (Number)	Total
719.12W	50	LF	Thermoplastic Pavement Marking- 4" White _____ _____ Per LF	$_____	$_____

TOTAL OF BID SCHEDULE

$_____

(in words): _____

_____

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

By _____
Signature

Title _____

_____
(Street Address)

(Seal- if bid is by a corporation)

_____
(City, State, Zip)

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 City of Little Rock selects its board and commission members through a process that utilizes an executive session. Under Arkansas law, this fact deems a volunteer an employee for a limited purpose. The City cannot contract with an employee, and cannot contract with a corporation with an employee in an executive or managerial position who also serves as a volunteer on a City board or commission unless it first passes an ordinance to approve the contract. Is any person involved with this Bid an employee of the City, or a volunteer board or commission member who also holds an executive or managerial position with the Bidder? ____yes_____ no. If the answer is "yes," please identify the person(s) and the nature of the relationship. _____. THIS DOES NOT MEAN that the Bidder is disqualified; but, the apparent successful Bidder will not be selected if the Board of Directors fails to pass an ordinance to authorize the contract, regardless of the amount.
21. 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 _____, _____.

_____ By: _____

(Name of Bidder) Title : _____

State of _____County of _____

CERTIFICATION OF CURRENT ARKANSAS
STATE CONTRACTOR'S LICENSE

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 No. is _____.

(Signed) _____

(Title) _____

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

_____
(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 _____, _____, a copy of which is attached and made a part hereof for the **FLORIDA AV AT L & M STREETS 13-3-018 BID #15-010**

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 thereunder 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 _____, _____.

ATTEST:

_____

(Principal)

_____ By _____

Secretary (Principal) (Title)

(SEAL) _____

(Address)

_____ _____

Witness as to Principal (Surety)

_____ By _____

(Address) Attorney-in-Fact

ATTEST: _____

(Address)

_____

Secretary (Surety)

(SEAL) _____

Witness as to Attorney-in-Fact

_____

Address

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 AGREEMENT is effective as of this ____ day of _____, _____, and is by and between **_____.**, hereinafter referred to as **Contractor**, and the **City of Little Rock**, Arkansas, hereinafter referred to as **Owner.**

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

   A construction project referred to FLORIDA AV AT L & M STREETS 13-3-018, BID #15-010.

   Hereinafter called the Project, for the amount as determined by the total quantities of Work performed at the unit prices stipulated in the bid for the several respective items of Work completed and all extra Work in connection therewith, under the terms as stated in the General Conditions of the Contract; and 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 conditions and unit prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared the Owner's Department of Public Works/Engineering Division, herein entitled the Engineer, and enumerated in Special Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

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

   (a) This Contract;
   (b) All Addenda;
   (c) Advertisement for Bids;
   (d) Contractor's Bid;
   (e) Specifications and Bid and Contract Documents for Capital Improvements Dated APRIL, 2015;
   (f) All required Certifications and Licenses;
   (g) Performance and Payment Bond;
   (h) General Conditions;
   (i) Special Conditions;
   (j) Technical Specifications;
   (k) Special Specifications;
   (l) Plans (See Schedule of Drawings);
   (m) Notice to Proceed; and
   (n) All written amendments executed by the Owner and Contractor modifying the Contract Documents. There are no other Contract Documents other than those listed in this Paragraph 2.

3. All Work shall be in exact accord with the Contract Documents filed with the Owner. The Owner shall have direct Contract supervision. Said Work shall be to the complete satisfaction of the Owner and in accordance

with all applicable state, local and federal laws, rules, regulations, orders, and permits. The Work shall be subject to inspection and approval at all times by the appropriate city, state and federal agencies.

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

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.

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.

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 Paragraph 4, 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.

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.

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.

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.

5. Owner may at any time during the progress of the Work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved and signed by the Owner. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

6. Contract Time: The Contractor hereby agrees to commence Work under this Contract within ten (10) calendar days after Contractor receives the written Notice to Proceed of the Owner and to fully complete the project within **90** consecutive calendar days thereafter. This Paragraph 6 is subject to the termination provisions set forth in the Contract Documents. The Contractor recognizes that time is of the essence in completing the Work and that the Owner will suffer financial loss if the Work is not completed within the time frame set forth in the Contract Documents. If the Contractor fails to complete the Work within the time limit herein specified, the Contractor shall pay to the Owner, as Liquidated Damages, and not in the nature of a penalty, the sum of **$280.00** for each consecutive calendar day delayed as hereinafter provided in the Special Conditions, it being understood and agreed between the parties hereto that the said sum fixed as Liquidated Damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said

amount is herein agreed upon and fixed as Liquidated Damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay.

7. Contract Price: The maximum Contract Price payable by the Owner to the Contractor shall be **$_____,** except as authorized by the City Manager in writing, by the Owner's Board of Directors, when necessary or required, and by a duly executed Change Order. Additions to and deletions from quantities and scope of Work estimated in the bid shall be specified in Change Orders executed by the Contractor and the Owner.

8. 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 General Conditions of the Contract, and to make payments on account thereof as provided in paragraph 25 of the General Conditions, "Payments to Contractor".

9. Contractor shall promptly repair, at Contractor's own cost and expense and to the complete satisfaction of the Owner, damage done 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.

10. 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.

11. Contractor shall not let, assign, or transfer this Agreement, or any interest therein, without the prior written consent of the Owner.

12. **Nondiscrimination**: Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity, or genetic information, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

13. **The Contractor will not unlawfully discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, veteran 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 race, color, creed, religion, sex, national origin, age, disability, marital status, veteran 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.**

14. **The 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.**

15. Any modification to this Agreement shall be in writing, signed by all parties to the Agreement.

16. This contract is governed by the laws of the State of Arkansas.

17. 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.

18. Independent Contractor: It is expressly agreed that Contractor is acting as an independent contractor in performing the services specified 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 Agreement. 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.

19. 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.

20. The statute of limitation period shall be tolled for any fraudulent act committed by the Contractor that the Owner cannot discover upon due diligence.

21. 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.

22. This Agreement shall be executed in the original, and any number of copies. Any copy of this Agreement so executed shall be deemed an original, and shall be deemed authentic for any other use.

23. Nothing stated within the Contract Documents shall be construed as limiting the Owner's immunity from liability in tort.

24. The Owner does not agree with or consent to arbitration or mediation of disputes relating to this Agreement or Project.

25. To the extent not covered by insurance, 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 Agreement; 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 Agreement.

    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.

26. The Contractor shall ensure that the Owner receives lien waivers from all subcontractors, sub-subcontractors and material suppliers before final payment to the Contractor.

27. No Waiver of Enforcement of Contract Provisions: Failure of the Owner to enforce at any time any of the provisions of this Agreement, 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 Agreement, or any part thereof, or the right of the Owner to thereafter enforce each and every such provision.

28. 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.

29. 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.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement 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

_____

Date: _____

(Note: If Contractor is a Corporation, Secretary should attest).

OWNER: CITY OF LITTLE ROCK, ARKANSAS

By: _____
Bruce T. Moore, City Manager

Date: _____

ATTEST

_____
Susan Langley, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

By:_____

Deputy City Attorney

CERTIFICATE AND RELEASE

FROM:_____
TO: _____
CONTRACT _____ ENTERED INTO THE _____ DAY OF _____
BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND _____
OF _____

FOR **FLORIDA AV AT L & M STREETS 13-3-018, BID #15-010**

IN THE CITY OF LITTLE ROCK, ARKANSAS.

K N O W A L L M E N B Y T H E S E P R E S E N T S:

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

APPENDIX "A"

ARKANSAS PREVAILING WAGE RATE

ASA HUTCHINSON
GOVERNOR

STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

LEON JONES, JR.
DIRECTOR

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

April 28, 2015

Bennie Nicolo
City of Little Rock Department of Public Works
701 W Markham
Little Rock, AR 72201

Re: FLORIDA AV @ L & M STREETS
LITTLE ROCK, ARKANSAS
PULASKI COUNTY

Dear Ms. Nicolo:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **14-547** establishing the minimum wage rates to be paid on the above-referenced project, ***provided the cost of all labor and material exceeds $75,000. Should the project cost not reach that amount, there is no obligation to use this wage determination.*** 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,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 4/28/2015 **Determination #:** 14-547 **Expires:** 10/28/2015

Project: Florida Av @ L & M Streets

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.

4/28/2015 8:43 AM Page 1 of 1

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FLORIDA AV @ L & M STREETS**
LITTLE ROCK, ARKANSAS
PULASKI COUNTY

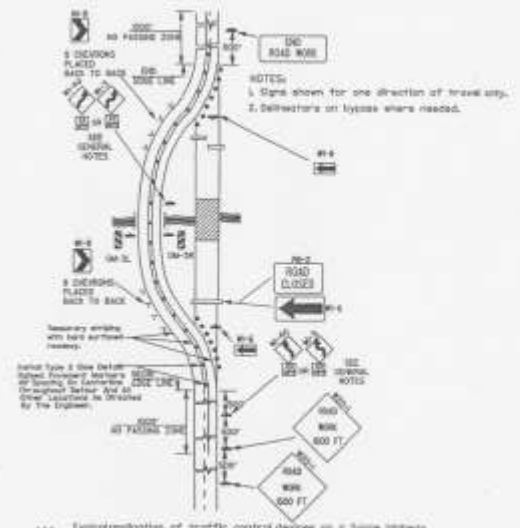
This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 14-547** for work performed on the 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				

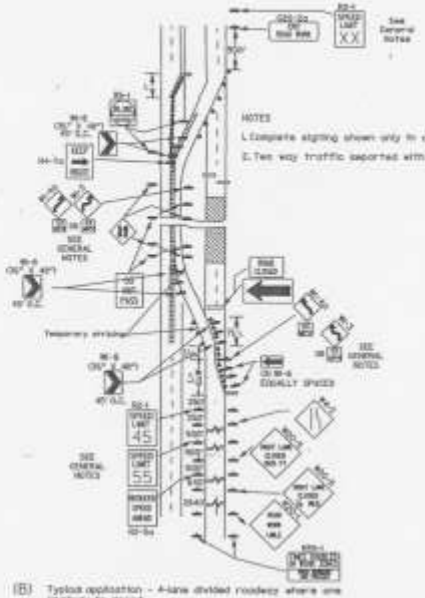
THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE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

APPENDIX "B"

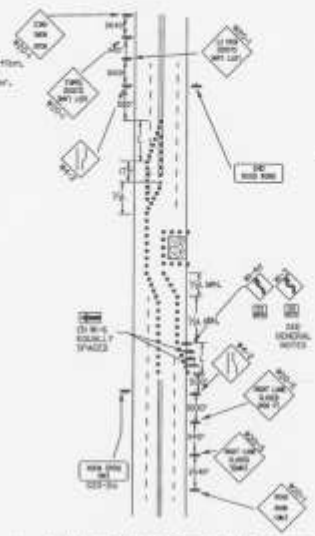
STANDARD TRAFFIC CONTROL DEVICES



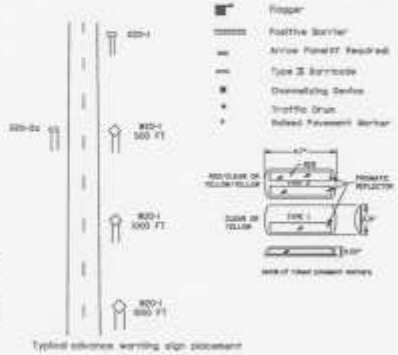
(A) Typical application of traffic control devices on a 2-lane highway where the entire roadway is closed and a bypass detour is provided.



(B) Typical application - 4-lane divided roadway where one roadway is closed.



(C) Typical application - 4-lane undivided roadway where half of the roadway is closed.



Typical advance warning sign placement

Taper formulas:

$L = \frac{WS^2}{60}$ for speeds of 40mph or more.

$L = \frac{WS}{60}$ for speeds of 40mph or less.

Where:

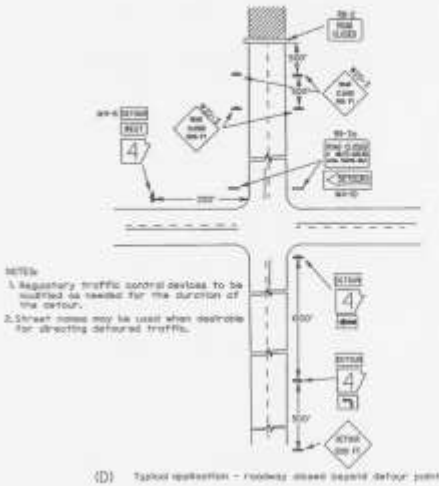
L= Minimum length of taper.

S= Numerical value of posted speed limit prior to work or 85th percentile speed.

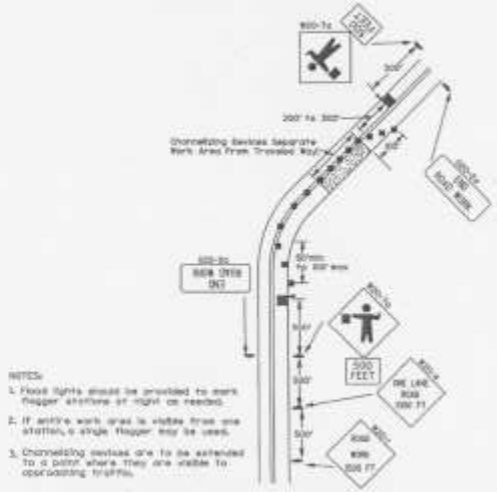
W= Width of offset.

GENERAL NOTES:

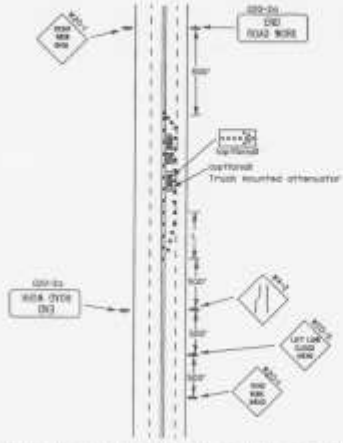
1. Advisory speed posted on W-3 or W-4a curve warning signs to be determined at site. Use W-4a when speed is greater than 30mph and W-3 when 30mph or less.
2. When the existing speed limit is 55mph and the zone requires a speed limit of 45mph the R2-5SM shall be posted and the R2-1a shall be instead at that location. Additional R2-1 35 mph speed limit signs shall be installed at a maximum of 1 mile intervals. At the end of the work area a R2-1SM shall be installed to restore original speed limit.
3. When the existing speed limit is 45mph and the zone requires a speed limit of 35mph the R2-1SM shall be installed. Additional R2-1 35 mph speed limit signs shall be installed at a maximum of 1 mile intervals. At the end of the work area a R2-1SM shall be installed to restore original speed limit.
4. The maximum spacing between channelizing devices in a taper should be approximately equal in feet to the speed limit. Beyond the taper, maximum spacing should be two times the speed limit, or as directed by the Engineer.
5. Warning lights and/or flags may be mounted to signs or channelizing devices at night as needed.
6. Pavement markings no longer applicable which might create confusion in the minds of vehicle operators shall be removed or obliterated as soon as practicable.
7. Trailer mounted devices such as arrow panels and portable changeable message signs shall be delineated by affixing conspicuity material in a continuous line on the face of the trailer. When placed on or adjacent to the shoulder and not behind a positive barrier, these devices shall be delineated by placing five (5) traffic drums, equally spaced along the traffic side of the device.



(D) Typical application - roadway closed beyond detour point.



(E) Typical application of traffic control devices on 2-lane highway where one lane is closed and flagging is provided.



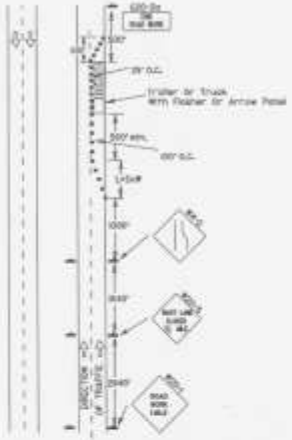
(F) Typical application - 4-lane undivided roadway with inside one closed.

7-17-97	ADDED GENERAL NOTE	
01-8-96	ADDED FIGS.	
4-20-94	CORRECTED TO REVISED 1993-2	
5-3-90	CORRECTED SIGN SIZES ON W-4A	5-8-90
2-2-90	REVISED PER PART II, MUTCD, SEPT. 5, 1989	
8-8-8	DRAWN AND PLACED IN USE	
DATE	REVISION	PLANS

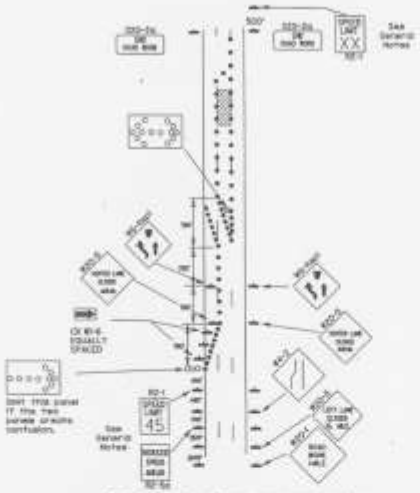
ARKANSAS STATE HIGHWAY COMMISSION

STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION

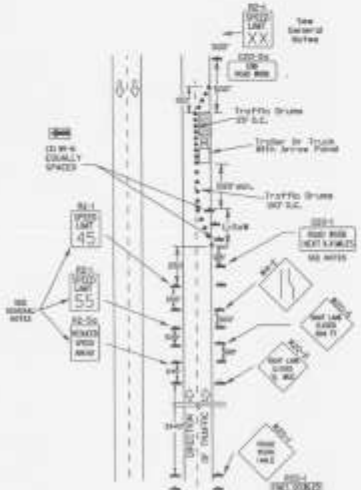
STANDARD DRAWING TC-2



(A) Typical application - daytime maintenance operations of short duration on a 4-lane divided roadway where half of the roadway is closed.



(B) Typical application - 3-lane one-way roadway where center lane is closed.



(C) Typical application - construction operations of intermediate to long term duration on a 4-lane divided roadway where half of the roadway is closed.

KEY:

ooo Arrow Panel(s) Required

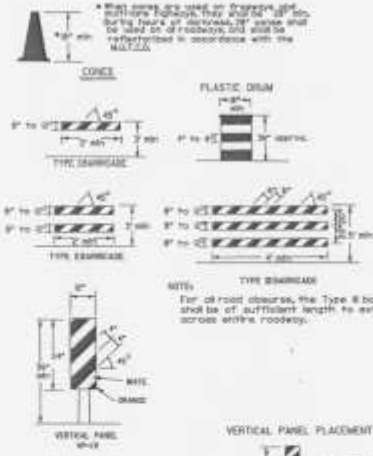
■ Channelizing Device

● Traffic drum

GENERAL NOTES:

1. A speed limit reduction may be implemented ONLY when designated in the plan or when recommended by the Roadway Design Division.
2. When the existing speed limit is 55mph and the plans require a speed limit of 45mph, the R2-1(55) shall be omitted and the R2-1(45) shall be installed at that location. Additional R2-1(45mph speed limit signs shall be installed at a maximum of 1 mile intervals. At the end of the work area a R2-1(XX) shall be installed to match original speed limit.
3. When the existing speed limit is 65mph and the plans require a speed limit of 55mph, the R2-1(55) shall be omitted. Additional R2-1(55mph speed limit signs shall be installed at a maximum of 1 mile intervals. At the end of the work area a R2-1(XX) shall be installed to match original speed limit.
4. The maximum spacing between channelizing devices in a taper should be approximately equal in feet to the speed limit. Beyond the taper, maximum spacing shall be two times the speed limit or as directed by the Engineer.
5. Warning lights and/or flags may be mounted to signs or channelizing devices at night as needed.
6. Pavement markings no longer applicable which might create confusion in the minds of vehicle operators shall be removed or obliterated as soon as practicable.
7. The G20-series sign required on jobs of over two miles in length. When the lane closure is not at the beginning of the project, the G20-series shall be erected 1(5) in advance of the job limit. Additional G20-1(NLE) signs are not required in advance of lane closures that begin inside the project limits.
8. Flaggers shall use STOP/SLOW paddles for controlling traffic through work zones. Flags may be used only for emergency situations.
9. Mobile drums and cones shall meet the requirements of MUTCD-3B.
10. Trailer mounted devices such as arrow panels and portable changeable message signs shall be delineated by offset conspicuity materials a continuous line on the face of the trailer. When placed on or adjacent to the shoulder and not behind a positive barrier, these devices shall be delineated by placing five (5) traffic drums, equally spaced along the traffic side of the device.

Channelizing devices



* When cones are used on freeways and multiple highways, they should be at min. spacing (back of decreased) 28" cones shall be used on all roadways, and shall be refurbished in accordance with the MUTCD.

NOTE: For all road closures, the Type III barricades shall be of sufficient length to extend across entire roadway.

TRAFFIC CONTROL DEVICES FOR VERTICAL PAVEMENT DIFFERENTIALS

VERTICAL DIFFERENTIAL	LOCATIONS	TRAFFIC CONTROL
1" to 3"	Centerline, lane lines	MA-1
1" to 3"	Edge of shoulder	MA-4
Greater than 3"	Lane lines	Standard lane closure required
Greater than 3"	Edge of traveled lane	*RSP-1and vertical panels, drums or concrete barrier
Greater than 3"	Edge of shoulder	*Vertical panels, drums or concrete barrier

* When shown on the plans concrete barrier will be used.

When the shoulder area is used as part of the traveled lane and there is insufficient width to place drums on the remaining shoulder width, then vertical panels shall be used.

FLAG

Flag shall be of good grade red material

VERTICAL PANEL PLACEMENT

Spacing = 2 x Posted Speed Limit or as noted on Plans

30" MIN

ROADWAY SURFACE

Drop off ≤ 3"

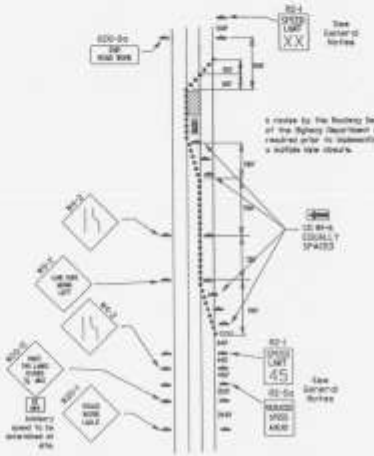
STOP SLOW PADDLE

FRONT BACK

6" SERIES LEGEND

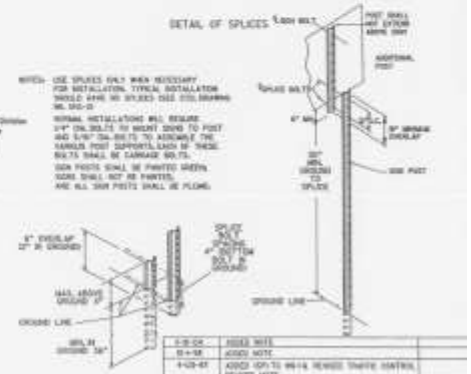
COLORS: LEGEND-WHITE (REFL) BACKGROUND-RED (REFL)

COLORS: LEGEND-BLACK BACKGROUND-ORANGE (REFL) AREA OUTSIDE DIAMOND-BLACK



(D) Typical application - closing multiple lanes of a multiline highway.

DETAIL OF SPLICES



DATE	REVISION	PLATE
3-18-04	ADDED NOTE	
10-4-99	ADDED NOTE	
4-12-97	ADDED G20-1(5 MILE) REVISED TRAFFIC CONTROL REVISED NOTE	
11-8-96	ADDED R9-1	
11-12-95	ADDED UPPER SPLICE	
4-4-95	REVISED SPLICE DETAIL TEXT	4-4-95
2-2-94	REVISED PER PART 1A MUTCD, EDT. 5, 1993	
8-18-81	DRAWN AND PLACED IN USE	

ARKANSAS STATE HIGHWAY COMMISSION

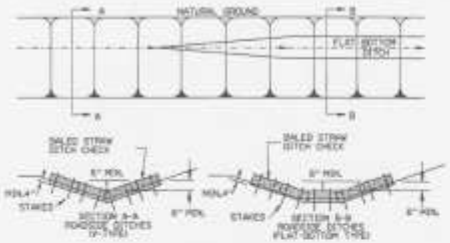
STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION

STANDARD DRAWING TC-3

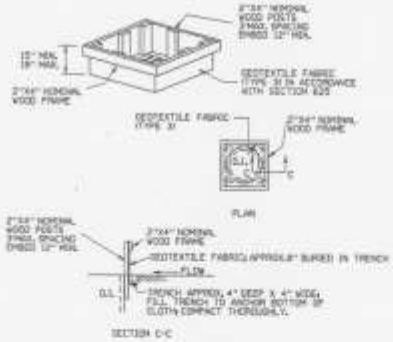
GENERAL NOTES

1. STRAW BALES SHALL BE INSTALLED SO THAT THE BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES. THE BALES SHALL BE A MINIMUM OF 36 INCHES IN LENGTH.

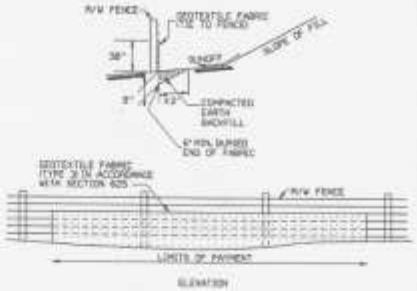
2. STRAW BALES SHALL BE KEYED INTO SOIL A MINIMUM OF 4" AND NO GAPS SHALL BE LEFT BETWEEN BALES.



BALED STRAW DITCH CHECK (E-1)



DROP INLET SILT FENCE (E-7)



SILT FENCE ON R/W FENCE (E-4)

GENERAL NOTES

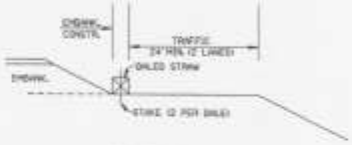
GEOTEXTILE FABRIC SHALL BE SPLICED TOGETHER WITH A SEWN SEAM ONLY AT A SUPPORT POST, OR TWO SECTIONS OF FENCE MAY BE OVERLAPPED INSTEAD. PAYMENT OF ADDITIONAL MATERIAL FOR OVERLAP WILL NOT BE MADE.

GENERAL NOTES

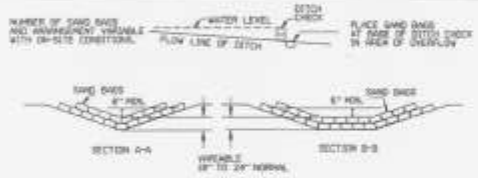
1. STRAW BALES SHALL BE INSTALLED SO THAT THE BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES. THE BALES SHALL BE A MINIMUM OF 36 INCHES IN LENGTH.

2. NO GAPS SHALL BE LEFT BETWEEN BALES.

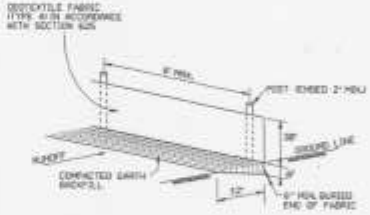
3. BALED STRAW FILTER BARRIERS COMPLETED AND ACCEPTED WILL BE MEASURED BY THE BALE IN PLACE AS AUTHORIZED BY THE ENGINEER AND WILL BE PAID FOR AT THE CONTRACT UNIT PRICE BID PER BALE FOR BALED STRAW DITCH CHECKS.



BALED STRAW FILTER BARRIER (E-2)



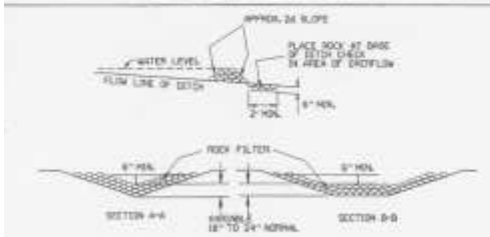
SAND BAG DITCH CHECK (E-5)



SILT FENCE (E-11)

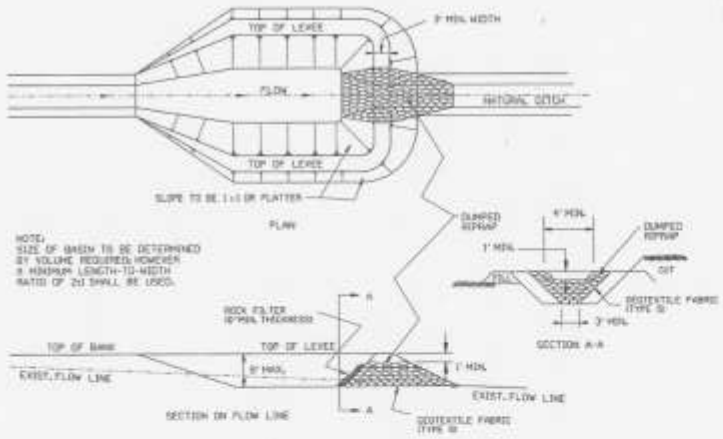
GENERAL NOTES

GEOTEXTILE FABRIC SHALL BE SPLICED TOGETHER WITH A SEWN SEAM ONLY AT A SUPPORT POST, OR TWO SECTIONS OF FENCE MAY BE OVERLAPPED INSTEAD. PAYMENT OF ADDITIONAL MATERIAL FOR OVERLAP WILL NOT BE MADE.

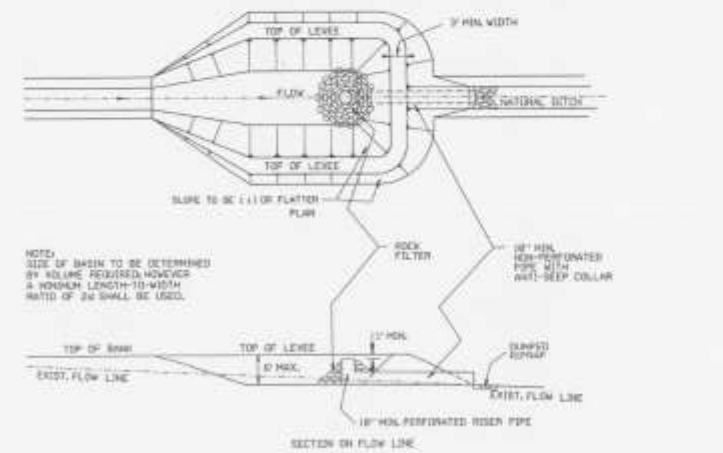


ROCK DITCH CHECK (E-6)

10-12-98	ADDED NOTES	11-12-97	ARKANSAS STATE HIGHWAY COMMISSION
4-13-98	ADDED BALED STRAW FILTER BARRIER (E-2)		TEMPORARY EROSION CONTROL DEVICES
7-28-95	REVISED SILT FENCE E-4 AND E-11	7-28-95	
7-10-94	Rev. E-4 & E-11 (Sh. 1) Buried End of Fabric		
8-2-94	Revised E-1,5,7,8 & 11 Deleted E-2 & 3	8-2-94	
4-1-93	REDRAWN		
[illegible]	REDRAWN		
[illegible]	REDRAWN	[illegible]	STANDARD DRAWING TEC-1

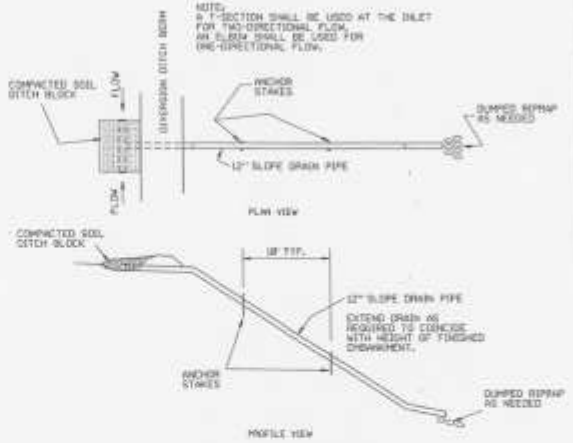


SEDIMENT BASIN WITH RIPRAP OUTLET (E-9)

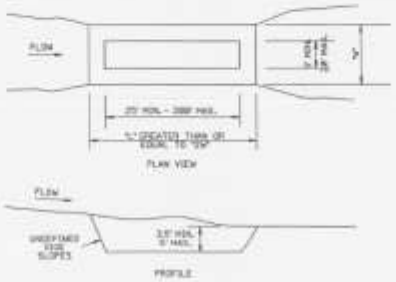


SEDIMENT BASIN WITH PIPE OUTLET (E-10)

DIVERSION DITCH (E-8)



SLOPE DRAIN (E-12)



SEDIMENT BASIN (E-14)

DATE	REVISION	FILMED
8-2-96	Removed E-9 & E-10; Added E-14 & Deleted E-13	
4-7-95	ISSUED	

ARKANSAS STATE HIGHWAY COMMISSION

TEMPORARY EROSION CONTROL DEVICES

STANDARD DRAWING TEC-2

CLEARING AND GRUBBING

CONSTRUCTION SEQUENCE

1. PLACE PERIMETER CONTROLS (E.G. SILT FENCES , DIVERSION DITCHES, SEDIMENT BASINS, ETC.)
2. PERFORM CLEARING AND GRUBBING OPERATION.

EXCAVATION

GENERAL NOTE

ALL CUT SLOPES SHALL BE DRESSED, PREPARED, SEEDED, AND MULCHED AS THE WORK PROGRESSES. SLOPES SHALL BE EXCAVATED AND STABILIZED IN EQUAL INCREMENTS NOT TO EXCEED 25 FEET, MEASURED VERTICALLY.

CONSTRUCTION SEQUENCE

1. EXCAVATE AND STABILIZE INTERCEPTOR AND/OR DIVERSION DITCHES.
2. PERFORM PHASE 1 EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING.
3. PERFORM PHASE 2 EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING.
4. PERFORM FINAL PHASE OF EXCAVATION. PLACE PERMANENT OR TEMPORARY SEEDING. STABILIZE DITCHES, CONSTRUCT DITCH CHECKS, DIVERSION DITCHES, SEDIMENT BASINS, OR OTHER EROSION CONTROL DEVICES AS REQUIRED.

EMBANKMENT

GENERAL NOTE

ALL EMBANKMENT SLOPES SHALL BE DRESSED, PREPARED, SEEDED, AND MULCHED AS THE WORK PROGRESSES. SLOPES SHALL BE CONSTRUCTED AND STABILIZED IN EQUAL INCREMENTS NOT TO EXCEED 25 FEET, MEASURED VERTICALLY.

CONSTRUCTION SEQUENCE

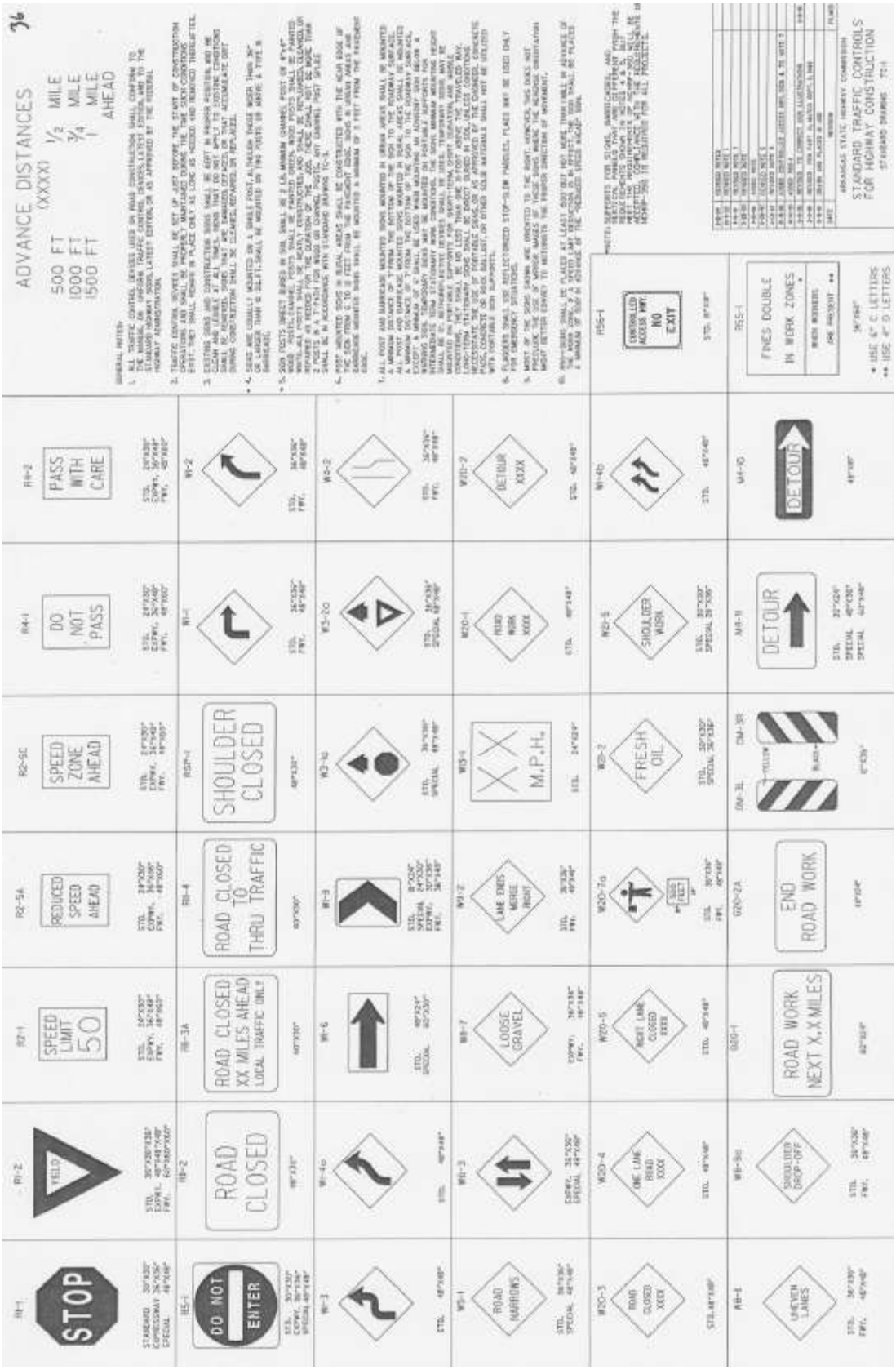
1. CONSTRUCT DIVERSION DITCHES, DITCH CHECKS, SEDIMENT BASINS, SILT FENCES, OR OTHER EROSION CONTROL DEVICES AS SPECIFIED.
2. PLACE PHASE 1 EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING. PROVIDE DIVERSION DITCHES AND SLOPE DRAINS IF EMBANKMENT CONSTRUCTION IS TO BE TEMPORARILY ABANDONED FOR A PERIOD OF GREATER THAN 25 DAYS.
3. PLACE PHASE 2 EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING. PROVIDE DIVERSION DITCHES AND SLOPE DRAINS IF EMBANKMENT CONSTRUCTION IS TO BE TEMPORARILY ABANDONED FOR A PERIOD OF GREATER THAN 25 DAYS.
4. PLACE FINAL PHASE OF EMBANKMENT WITH PERMANENT OR TEMPORARY SEEDING. PLACE DIVERSION DITCHES AND SLOPE DRAINS AND MAINTAIN UNTIL ENTIRE SLOPE IS STABILIZED.

DATE	REVISION	
11-13-14	CORRECTED SPELLING	
8-2-94	Drawn & Issued	8-2-94

ARKANSAS STATE HIGHWAY COMMISSION

TEMPORARY EROSION CONTROL DEVICES

STANDARD DRAWING TEC-3


STOP
R1-2
YIELD
R2-1
SPEED LIMIT 50
R2-5A
PREVAILING SPEED AHEAD
R2-5C
SPEED ZONE AHEAD
R4-1
DO NOT PASS
R4-2
PASS WITH CARE
ADVANCE DISTANCES
(XXXX)
500 FT 1/2 MILE
1000 FT 3/4 MILE
1500 FT 1 MILE AHEAD
R1-1
DO NOT ENTER
R9-3
ROAD CLOSED
R9-3A
ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY
R9-4
ROAD CLOSED TO THRU TRAFFIC
R9-9
SHOULDER CLOSED
W1-2
W1-4a
W1-6
W1-7
W1-2
W1-5
W3-1
W3-2
W3-3
W3-5
W5-1
ROAD NARROWS
W5-2
LOOSE GRAVEL
W8-2
FRESH OIL
W11-2
DETOUR XXXX
W14-1
UNEVEN LANES
W20-3
ROAD CLOSED XXXX
W20-4
ONE LANE ROAD XXXX
W20-5
RIGHT LANE CLOSED XXXX
W20-7a
W20-2A
END ROAD WORK
W21-1
ROAD WORK NEXT X.X MILES
W21-5
SHOULDER WORK
W21-9
DETOUR
W4-10
DETOUR
R5-1
CONTROLLED ACCESS HWY. NO EXIT
R5-1
FINES DOUBLE IN WORK ZONES
* USE 6" C LETTERS
** USE 4" D LETTERS
ARKANSAS STATE HIGHWAY COMMISSION
STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION
STANDARD DRAWING T-1

APPENDIX "C"

CODE 18-52 SUBSECTION (B) (12)
HOLIDAY SCHEDULE, &

WEATHER DAY ALLOWANCE

ARTICLE II. - OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Sec. 18-51. - Penalty.

Sec. 18-52. - Noises prohibited generally.

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:

(12)

1.

[Construction allowed.] Commercial and residential exterior and interior construction work including erection, excavation, demolition, or repair of any building and its components shall be allowed between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday and 1:00 p.m. to 6:00 p.m. on Sunday. Additional interior construction work shall be allowed to be performed between the hours of 6:00 p.m. to 10 p.m., Monday through Saturday provided that all exterior openings are completely covered. These construction hours shall be adhered to except in the case of urgent emergency in the interest of public health and safety and then only with written permission from the building codes division, which permission may be granted for a period not to exceed (30) thirty days while the emergency continues. If an emergency arises when permission is not obtainable, the necessary work may be done and reported to the building codes division at the earliest date that the office is open after the emergency arises and may grant permission retroactively to the beginning of the emergency. If the building codes division should determine that the public health and safety will not be impaired by the erection, demolition, excavation, alteration or repair of any building within the designated hours and if they shall further determine that loss of inconvenience would result to any party in interest, they may grant permission for such work to be done within such hours upon application being made at the time permit for the work is obtained. The building codes division may stop construction work at anytime when the work disrupts or causes excessive disruptions of adjoining businesses or residential occupancies or is found to be detrimental to the health, safety and welfare of citizens.

2.

Working hours permit. In cases where construction-related work can only be performed other than the hours listed in 8-4(1) and 18-52(b)(12)1., a temporary work permit may be issued by the building codes division. Applicant must obtain permit prior to commencement of work and all referenced job construction permits must be obtained. If approved the permit may be issued from one (1) to seven (7) days. Applicant must take all precautions to avoid disturbing other adjacent occupancies. The building codes division reserves the right to revoke any temporary work permit if work disrupts or causes excessive disruptions of adjoining businesses or residential occupancies or is found to be detrimental to the health, safety and welfare of citizens.

ESTIMATED CANCELED WORKDAYS BECAUSE OF WEATHER

MONTH	WEATHER DAYS
JANUARY	7
FEBUARY	7
MARCH	7
APRIL	7
MAY	7
JUNE	5
JULY	5
AUGUST	5
SEPTEMBER	5
OCTOBER	5
NOVEMBER	7
DECEMBER	7

USED TO DETERMINE TIME OF COMPLETION FOR PROJECT

CITY OF LITTLE ROCK

HUMAN RESOURCES DEPARTMENT
500 W. Markham - Suite 130W - Little Rock, Arkansas 72201-1428
(501) 371-4590 λ 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:

HOLIDAY	DAY OBSERVED
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 "D"

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
82nd General Assembly
Regular Session, 1999

As Engrossed: H3/18/99 H3/23/99

A Bill

Act 1310 of 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 BY ENCOURAGING 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

JMB386

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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

APPROVED: 4/9/1999

APPENDIX "E"
SPECIAL PROVISIONS

CITY OF LITTLE ROCK PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATIONS

NOT THIS PROJECT