

SPECIFICATIONS
AND
BID CONTRACT DOCUMENTS
FOR
CITY OF LITTLE ROCK
2015 STREET
RESURFACING PROGRAM

BID# 15115



"We're Proud of Our Works!"

DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION

INDEX
CITY OF LITTLE ROCK
CAPITAL IMPROVEMENT PROJECT
BID AND CONTRACT DOCUMENTS
2015 STREET RESURFACING PROGRAM
BID # 15115

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

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GENERAL CONDITIONS AND SPECIFICATIONS (Bound Separately)

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

**CITY OF LITTLE ROCK PUBLIC WORKS DEPARTMENT
CONTRACT CONDITIONS AND SPECIFICATIONS**

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Technical Specifications (Bound Separately which are not applicable to this Contract).

City of Little Rock Public Works Department Contract Conditions and Specifications December 2012, is a volume bound separately and consists of conditions applicable to all facilities improvements contracts of the City of Little Rock. The Technical Specifications, Section 1 through Section 28, pages 48 – 128 of the above referenced manual are not applicable to this Contract. The following Technical Specifications are substituted and shall be used on this project:

Technical Specifications (Bound Separately which are applicable to this contract)

TECHNICAL SPECIFICATIONS DESCRIPTION – Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department Edition of 2014. (AHTD)
Copies available at:

Arkansas State Highway and Transportation Department
Programs & Contracts Division
10324 Interstate 30 – Room 502
Little Rock, Arkansas 72209

The following Sections, along with all modifications, additions, amendments, deletions, and Supplemental Specifications in these bid documents are applicable to this Contract:

DIVISION 400. ASPHALT PAVEMENTS

Section 401. Prime and Tack Coats and Emulsified Asphalt in Base Course.
(See Also: Supplemental Specifications in these bid documents)

Section 404. Design and Quality Control of Asphalt Mixtures.
(See Also: Supplemental Specifications in these bid documents)

Section 407. Asphalt Surface Concrete Hot Mix Surface Course.
(See Also: Supplemental Specifications in these bid documents)

Section 409. Materials and Equipment for Asphalt Concrete Plant Mixes.

Section 410. Construction Requirements and Acceptance of Asphalt Concrete Plant Mixes.
(See Also: Supplemental Specifications in these bid documents)

Section 412. Cold Milling of Asphalt Pavement.
(See Also: Supplemental Specifications in these bid documents)

TECHNICAL SPECIFICATIONS DESCRIPTION (CONT.) – Standard Specifications
for Highway Construction, Arkansas State Highway and Transportation
Department Edition of 2014. (AHTD)

Section 604. Traffic Control Devices in Construction Zones.

(See Also: Supplemental Specifications in these bid documents)

Section 719. Thermoplastic Pavement Marking

(See Also: Supplemental Specifications in these bid documents)

**ADVERTISEMENT FOR BIDS
 BID # 15115**

The City of Little Rock, Arkansas, will receive sealed bids for the improvements of **2015 Street Resurfacing Program**, until **3:00 p.m.** Central time on the **18th** day of **February 2015** in the Purchasing Office, City Hall Suite 300, 500 West Markham, Little Rock, Arkansas 72201, at which time and place all bids will be publicly opened and read aloud. The major improvements will consist of approximately the following:

2015 STREET RESURFACING PROGRAM

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>
COLD MILLING ASPHALT PAVEMENT (STRAIGHT)	SQ. YD.	240,000
COLD MILLING ASPHALT PAVEMENT (INTERSECTION / END JOINT)	SQ. YD.	29,000
ACHM SURFACE COURSE (3/8")	TON	62,000
THERMOPLASTIC PAVEMENT MARKING (4" YELLOW)	LIN. FT.	65,000
THERMOPLASTIC PAVEMENT MARKING (4" WHITE)	LIN. FT.	71,000
THERMOPLASTIC PAVEMENT MARKING (12" WHITE)	LIN. FT.	3,600
SPEED HUMP	EACH	8
THERMOPLASTIC PAVEMENT MARKING (WORDS)	EACH	13
THERMOPLASTIC PAVEMENT MARKING (ARROWS)	EACH	82
THERMOPLASTIC PAVEMENT MARKING (RAILROAD SYMBOL)	EACH	2
THERMOPLASTIC PAVEMENT MARKING (BIKE SYMBOL)	EACH	50
THERMOPLASTIC PAVEMENT MARKING (SHARROW BIKE SYMBOL)	EACH	5

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

Pre-bid conference will be held February 10th, 2015, at 2:00 p.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

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

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

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

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

Attention is called to the fact that not less than the minimum prevailing salaries and wages as set forth in the contract documents must be paid on the project if applicable, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. The City of Little Rock encourages participation of small, minority and woman owned business enterprises in the procurement of goods, services, professional services and construction either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority and woman businesses to partner with them.

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

CITY OF LITTLE ROCK, ARKANSAS

/S/ _____

BID DATE: February 18th , 2015

Abdoul Kabaou, Purchasing Manager

BID NO: 15115

INFORMATION FOR BIDDERS

1. Project Site:

2015 STREET RESURFACING PROGRAM, See Section 800 for list of streets to be resurfaced (pages 52 - 56).

2. Receipt and Opening of Bids:

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

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

3. Preparation of Bid:

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

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

Pre-bid conference will be held February 10th, 2015 at 2:00 p.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

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

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

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

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

ENVELOPE "A"

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

ENVELOPE "B"

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

Principals

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

Firm

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

ENVELOPE "C"

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

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

TO: **City of Little Rock**
Purchasing Manager
Room 300, City Hall
Little Rock, AR 72201
2015 Street Resurfacing Program

Bid No.: # 15115

To Be Opened: February 18th, 2015 at 3:00 p.m. Central Time.

5. Method of Bidding:

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

6. Qualifications of Bidder:

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

7. Bid Security:

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

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

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

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

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

8. Liquidated Damages for Failure to Enter into Contract:

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

9. Time for Completion:

Before bidding on this project, each bidder shall fully inform himself of any and all utility relocation requirements on the site. The Contract requires the Contractor to commence work within ten (10) calendar days after receipt of the Notice to Proceed, and to complete that work within **340** consecutive calendar days. **NOTE:** The City may exercise its option of delay of issuing the “Notice to Proceed,” not to exceed sixty (60) calendar days after the date of entering into the Contract. Calendar days are calculated to allow for adequate time to complete project. Typically the contractor will be allowed to work between 7 a.m. and 6 p.m. Monday through Saturday unless approved by the City of Little Rock in writing, however some streets listed in Section 800 cannot have lanes closed between 7:00a.m and 8:30 a.m. due to heavy traffic loads. (See Section 800 for a list of streets with special working time constraints.) In an effort to reduce the chance of liquidated damages with respect to weather conditions, a monthly allowance of estimated workdays cancelled due to weather is included in this contract. Any cancelled work days above and beyond this monthly allowance due to weather will extend the allowable contract period.

10. Liquidated Damages for Delay in Completion:

As actual damages for any delay in completion of the work which the Contractor will be required to perform under the Contract are impossible to determine, the Contractor and his Sureties will be liable for and shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** as fixed and agreed as liquidated damages for each calendar day of delay from the date stipulated pursuant to the preceding paragraph (9), or as it may be modified in accordance with Section 19 of the General Conditions, until such work is satisfactorily completed.

11. Conditions of Work:

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

12. Addenda and Interpretations:

An interpretation of the meaning of the plans, specifications or other pre-bid documents will not be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Public Works Operations Manager, Public Works Operations Division, 3313 J.E. Davis Drive, Little Rock AR 72209 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Little Rock website and will be mailed by certified mail with return receipt required to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. It is the bidder’s responsibility to check the Little Rock website for addenda to this Invitation to Bid. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance:

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

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

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

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

14. Power of Attorney:

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

15. Notice of Special Conditions:

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

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

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

16. Laws and Regulations:

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

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

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

18. Obligation of Bidder:

Pre-bid conference will be held February 10th, 2015 at 2:00 p.m. in the Operations Division Conference Room at 3313 J. E. Davis Drive, Little Rock, Arkansas. Attendance is not mandatory, but is strongly encouraged.

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

19. Safety Standards and Accident Prevention:

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

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

20. Arkansas State Licensing Law:

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

21. Schedule of Work:

(SEE SECTION 800 – pages 52 - 56)

22. Applicable Edition, Contract Conditions and Specifications:

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

23. Subcontractors:

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

BID BOND

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

Signed: This _____ day of _____, 2015.

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

NOW, THEREFORE:

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

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

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

SEAL:

Principal
By: _____

Surety
By: _____

BID FOR PHYSICAL IMPROVEMENTS

Place: Purchasing Manager Office 3rd Floor City Hall

Date: February 18th, 2015

Project Bid No.: # 15115

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

Gentlemen:

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

Bidder hereby agrees to commence work under this contract with ten (10) calendar days after he receives the written "Notice to Proceed" of the Owner and to fully complete the project within 340 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the special conditions.

Bidder acknowledges receipt of the following addendum:

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

*Insert corporation, partnership or individual as applicable.

**BASE BID UNIT PRICE SCHEDULE / BID: # 15115
2015 STREET RESURFACING PROGRAM**

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

ITEM NO.	EST. QTY.	UNIT OF MEASURE	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
1.	240,000	SQ. YD.	Cold-Milling Asphalt Pavement (Straight Milling) \$ _____	_____	_____
2.	29,000	SQ. YD.	Cold-Milling Asphalt Pavement (Intersection / end joint milling) \$ _____	_____	_____
3.	62,000	TON	ACHM Surface Course (3/8") \$ _____	_____	_____
4.	65,000	LIN. FT.	Thermoplastic Pavement Marking (4" Yellow) \$ _____	_____	_____
5.	71,000	LIN. FT.	Thermoplastic Pavement Marking (4" White) \$ _____	_____	_____
6.	3,600	LIN. FT.	Thermoplastic Pavement Marking (12" White) \$ _____	_____	_____
7.	8	EACH	Speed Hump \$ _____	_____	_____
8.	13	EACH	Thermoplastic Pavement Marking (Words) \$ _____	_____	_____
9.	82	EACH	Thermoplastic Pavement Marking (Arrows) \$ _____	_____	_____

Continued on next page

ITEM NO.	EST. QTY.	UNIT OF MEASURE	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
10.	2	EACH	Thermoplastic Pavement Marking (Railroad Symbol)	_____	_____
			\$ _____		
11.	50	EACH	Thermoplastic Pavement Marking (Bike Symbol)	_____	_____
			\$ _____		
12.	5	EACH	Thermoplastic Pavement Marking (SHARROW Bike Symbol)	_____	_____
			\$ _____		
13.	450	EACH	Surface Applied Tactile Warning Panel	_____	_____
			\$ _____		
TOTAL BID:			\$ _____		
TOTAL BID WRITTEN:			\$ _____		

_____ Dollars

Quantities are estimated. The proposed Street List (Section 800) may be modified. City reserves the right to increase or diminish quantities as reasonably necessary or desirable. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of: _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not execute within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder

Respectfully Submitted,
By:

Signature

Title

(Street Address)

(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 undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated this _____ day of _____, 2015.

(Name of Bidder)

By: _____
Title: _____

State of _____ County of _____

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

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

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

Notary Public: _____ My Commission Expires _____, _____

CERTIFICATION OF CURRENT ARKANSAS STATE CONTRACTOR'S LICENSE

(TO BE FILLED OUT PRIOR TO AWARD OF CONTRACT)

State of _____

County of _____

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

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

(Signed) _____(Title) _____

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

(Signature)

(Printed Name)

My Commission expires _____

Seal:

ARKANSAS PERFORMANCE AND PAYMENT BOND
(14-604 Arkansas Statutes)
(MANDATORY FORM)

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

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

2015 STREET RESURFACING PROGRAM

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

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

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

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

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

ATTEST:

_____(5)
(Principal)

Secretary (Principal)

(SEAL)
(Address)

Witness as to Principal

(Address)

ATTEST:
(Address)

Secretary (Surety)
(SEAL)
Witness as to Attorney-in-Fact

Address

By _____
(Title)

(Surety)

By _____(6)
Attorney-in-Fact

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

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

CONTRACT

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

WITNESSETH:

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

Article 1. WORK.

Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as the City of Little Rock **2015 Street Resurfacing Program**, and all extra Work in connection therewith (collectively the "Project") in accordance with the Bid Specifications for **Little Rock Bid No. 15115** and the Contract Documents identified in Article 2 below; The Work shall be performed at Contractor's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the unit prices stated in the Contractor's Bid .

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

Article 2. CONTRACT DOCUMENTS.

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

- 2.01. This Contract;
- 2.02. Owner's Invitation to Bid, Bid Specifications and Bid Contract Documents for City of Little Rock 2015 Street Resurfacing Program, **Bid # 15115**.
- 2.03. Bid Addenda Number(s). 0 ;
- 2.04. Contractor's Bid;
- 2.05. All required Certifications and Licenses;
- 2.06. Performance and Payment Bond;
- 2.07. City of Little Rock Public Works Contract Conditions and Specifications;
- 2.08. Special Conditions;
- 2.09. Technical Specifications;
- 2.10. Special Specifications;
- 2.11. Plans (See Schedule of Drawings);
- 2.12. Notice to Proceed;
- 2.13. Signed Change Orders; and
- 2.14. All written amendments to the Contract Documents executed by the Owner and Contractor.

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

Article 3. CONTRACT TIME.

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

- 3.02. **Completion.** The Work included in this Contract shall be completed within three hundred forty **(340)** consecutive calendar days after commencement of Work. This requirement is subject to the termination provisions set forth in the Contract Conditions and Specifications.
- 3.03. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence for this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in subsection 3.02 above, plus any extensions thereof allowed in accordance with the Contract Conditions and Specifications. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner the sum of **\$500.00** for each day that expires after the time specified in subsection 3.02 of this Contract for completion of the Work until the Work is complete and ready for final payment. **The Owner has the right to withhold any such sums as liquidated damages from the final payment to the Contractor.**

Article 4. CONTRACT PRICE.

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

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

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

Article 5. Contractor's Representations.

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

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

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

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

Article 6. PROJECT COORDINATOR and CONTRACTOR'S SUPERVISOR.

The Project Coordinator for the Owner is:

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

The Contractor's Supervisor is:

Article 7. NOTICE.

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

Article 8. MODIFICATIONS.

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

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

Article 9. INSURANCE AND BONDING.

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

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

Article 10 TERMINATION.

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

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

Article 11 MISCELLANEOUS.

11.01. Protection of Property. Contractor shall promptly repair, at Contractor's own cost and expense and to the complete satisfaction of the Owner, damage caused by Contractor or Contractor's employees or agents at the Work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by Contractor's act, or the acts of Contractor's employees or agents, while in the execution of the Work specified.

11.02. Binding Agreement. Owner and Contractor each binds themselves, their partners, successors and legal representatives to the other party hereto, their partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.03. Assignment. Contractor shall not let, assign, or transfer this Contract, or any interest therein, without the prior consent of the Owner in writing signed by the Owner's City Manager.

11.04. Nondiscrimination and Equal Opportunity. Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual because of race, religion, sex, national origin or disability, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

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

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

11.05. Governing Law. This Contract is governed by the laws of the State of Arkansas.

11.06. Nothing contained in the Contract Documents shall create a contractual relationship with, or cause of action in favor of, a third party against the Owner or Contractor.

11.07. Independent Contractor. It is expressly agreed that Contractor is acting as an independent contractor in performing the Work described herein. The Owner shall carry no Workers' Compensation Insurance, health or accident insurance to cover the Contractor or Contractor's employees for any type of loss, which might result to the Contractor, or the Contractor's employees in connection with the performance of the Work set forth in this Contract. The Owner shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Contractor is not acting herein as an employee of Owner, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

11.08. Severability. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of the Contract Documents is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Contract Documents, as if such invalid or unconstitutional provision was not originally a part of the Contract Documents.

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

11.10. Authorized Signatories. The officials who have executed this Contract hereby represent and warrant that they have full and complete authority to act on behalf of the Owner and Contractor, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

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

- 11.12. Statutory Immunity.** Nothing stated within the Contract Documents shall be construed as limiting the Owner's immunity from liability in tort.
- 11.13. Arbitration.** The Owner does not agree with or consent to arbitration or mediation of disputes relating to this Contract or Project.
- 11.14. Indemnification.** The Contractor agrees to indemnify and save harmless the Owner, its officers, agents and employees from:
- (A) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this Contract; and
 - (B) Any claims or losses resulting to any person or firm injured or damaged by the actions of the Contractor or the Contractor's employees, including disregard of federal and state statutes or regulations, in the performance of this Contract.
- The Contractor further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the Owner, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.
- 11.15. Lien Waivers.** The Contractor shall ensure that the Owner receives lien waivers from all subcontractors, sub-subcontractors and material suppliers before final payment to the Contractor.
- 11.16. No Waiver of Enforcement of Contract Provisions.** Failure of the Owner to enforce at any time any of the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract, or any part thereof, or the right of the Owner to thereafter enforce each and every such provision.
- 11.17. Entire Agreement.** The Contract Documents contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters. All prior or contemporaneous agreements, understandings, and statements, oral or written, are merged into the Contract Documents.
- 11.18. Legal Review.** Both parties acknowledge that they have had full opportunity to review this Contract with legal counsel of their choice. This Contract shall be construed without regard to the identity of the person who drafted the provisions contained herein. Moreover, each and every provision of the Contract shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable.
- 11.19. Captions.** All captions contained in the Contract Documents are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Contract Documents.

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

CONTRACTOR:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

ATTEST

Title: _____

Date: _____

Arkansas Contractor's License Number:

OWNER:

City of Little Rock, Arkansas

By: _____
Bruce Moore, City Manager

ATTEST: _____
Susan Langley, City Clerk

Date: _____

By: _____
Public Works Director

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

By: _____
Deputy City Attorney

CERTIFICATE AND RELEASE

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

SIGNATURE: _____

Name and Title: _____

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

Subscribed and sworn to before me this _____ day of _____

My commission expires: _____

Notary

MIKE BEEBE
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

RICKY BELK
DIRECTOR

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

November 12, 2014

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

RE: 2015 Street Resurfacing Program
Little Rock, Arkansas
Pulaski County

Dear Mr. Petty:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for city street resurfacing, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at <http://www.labor.ar.gov>.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

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

Lorna Kay Smith
Prevailing Wage Division

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

2015 STREET RESURFACING PROGRAM

ITEM #1:

GENERAL INFORMATION:

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

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

ITEM #2:

GENERAL CONDITIONS:

Page 32, Section 58, "MAINTENANCE BOND FORM" Add:
This Resurfacing Contract does require a MAINTENANCE BOND per contract general conditions.

SPECIAL CONDITIONS:

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

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

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

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

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

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

ITEM #3:

Attention is called to attached "**CERTIFICATE AND RELEASE**" instrument which will be required before final payment is complete. (See Attached, page #26).

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATION
ASPHALT CEMENT HOT MIX SURFACE COURSE

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, shall be used in its entirety except as amended as follows:

SECTION 401, TACK COATS is amended as follows:

401.01 Description. (Refer to Tack Coat only).

401.02 Materials. (Refer to Tack Coat only.)

401.03 Construction Requirements.

(c) Application of Tack Coat: Add the following information:

Tack Coat rate shall be .10 gallons per square yard or as directed by the Engineer. Contractor shall take every precaution in the use of Tack Coat to not cause damage, “over-spray”, or “track” marks outside of the paved surface. Contractor will be responsible for tack on vehicles due to neglect, or lack of traffic control.

401.5 Method of Measurement.

Tack Coat will not be measured separately for payment, but full compensation therefore will be considered included in the contract unit price bid for Asphalt Cement Hot Mix Surface Course.

401.06 Basis of Payment.

Tack Coat will not be measured separately for payment, but full compensation therefore will be considered included in the contract unit price bid for Asphalt Cement Hot Mix Surface Course.

SECTION 404, DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

404.01 Design of Asphalt Mixtures.

(a) General.

Add: (1) Contractor shall furnish the City of Little Rock one mix design.

Binder shall be grade PG 70-22. Nmax = 160. ACHM Surface Course shall be 3/8” (9.5mm) (96% Mineral aggregate; 4% asphalt binder). 1 1/2” compacted coarse @ 165 lbs/yd².

SECTION 407, ASPHALT CONCRETE HOT MIX SURFACE COURSE

407.04 Construction Requirements and Acceptance. The following criteria shall be added to this section:

This item consists of installing a compacted 1 1/2” surface coarse @ 165 pounds per square yard of Asphalt Concrete Hot Mix Surface Course on the streets shown in these bid documents unless otherwise approved in writing by the City of Little Rock. Some street segments may also require a leveling course in areas for a smooth final surface as directed by the City’s representative. Some street segments may be placed on hold until utility companies relocate or replace utility lines. The City of Little Rock will notify the contractor of any streets placed on hold for utility

work as soon as possible. Contractor will inform the public of the application of materials one day in advance of the application. The Contractor will do so by placing City provided “door hangers” upon homes and businesses along the street affected by the work. The Contractor’s name, contact person, and phone number will be stamped or written in the place provided on the City’s form. Contractor shall submit a traffic barricade / maintenance of traffic plan to the City of Little Rock for approval prior to beginning any work. All maintenance of traffic plans shall be in accordance with section 604 “Traffic Control Devices in Construction Zones”. The Contractor shall provide, position, erect and maintain all necessary traffic control personnel, barricades, suitable and sufficient caution lights, danger signals and traffic control signs (ROAD CLOSED, DETOUR, FRESH OIL, etc.) and shall take all necessary precautions for the protection of the work and safety of the public. Due to the multitude of intersections within the scope of work some traffic control may be necessary on side streets.

Existing asphalt driveways, especially on non curb & gutter streets, shall be tapered for a smooth transition to the newly resurfaced street at the time the new asphalt surface is applied. While it is desirable to pave intersection turnouts as soon as the adjacent street lane is resurfaced to avoid damage to the asphalt edges by vehicular traffic, these turn outs may be postponed. All skipped turnouts must be completed by the end of the work day, or as approved by the City’s representative. Also, since many intersections are associated with this program the contractor must anticipate valley gutters requiring additional work as directed by the City’s representative. Existing pavement markings covered by ACHM Surface course shall be replaced with temporary pavement markings. Temporary pavement markings shall be as per AHTD Standard Specifications Section 604.02 (d), and shall be the responsibility of Contractor. Contractor shall be responsible for spotting for temporary pavement markings. At the end of each day’s operations, pavement markings, either permanent or temporary shall be in place on all roadways open to traffic. Manhole rings and covers, risers and valve boxes shall be placed and adjusted to finished grade by the contractor. The City of Little Rock will supply manhole ring risers, new covers and valve boxes to the contractor at no cost. As a last resort, any and all manholes which cannot be raised to grade shall be identified, marked at the curb, papered over and completely paved if approved by the City’s representative. The covering of any and all manholes, hand hole, and other utility access point shall be completed under the direct supervision of the City’s representative. Installation, removal, disposal and daily maintenance of any and all temporary asphalt tapers shall be the contractor’s responsibility.

407.05 Method of Measurement. Will be deleted and the following substituted thereof:

This item will be measured and paid per ton, based on printed tickets from the plant, laid in place. Item will include installation, maintenance, removal and disposal of asphalt tapers, mineral aggregate, binder, tack coat, maintenance of traffic, cleanup, manhole ring and valve box adjustment and public notification via door hangers. Maintenance of traffic devices used during installation of ACHM Surface Course will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for “ACHM Surface Course”.

Temporary pavement marking installed will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for Thermoplastic Pavement Marking items. Manhole ring and valve box adjustments will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for “ACHM Surface Course”.

407.06 Basis of Payment. Will be deleted and the following substituted thereof:

This item will be paid for by the ton laid in place, for “ACHM Surface Course, 3/8” (9.5mm).

This item shall include installation, maintenance, removal and disposal of asphalt tapers, mineral

aggregate, binder, tack coat, tonnage used as leveling course, adjustment of manhole and valve box rims to finished grade, maintenance of traffic, cleanup, and public notification. This contract unit price shall be full compensation for furnishing materials; for furnishing acceptable mix designs; for heating, mixing, hauling, placing, rolling, and finishing; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay item	Pay Unit
ACHM Surface Course (3/8")	Ton

SECTION 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES.

410.09 (b) Acceptance of the Pavement. Add:

(4) Feather-edging of the new asphalt surface to the existing asphalt surface will not be permitted. At all edges where the new asphalt surface abuts the existing street surface, the contractor shall mill the existing asphalt surface to a depth of 1.5" so the new compacted asphalt surface forms a smooth joint with no vertical difference.

410.10 Incentives. This section shall be deleted in its entirety. No incentives will be paid under this contract.

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATION
COLD MILLING ASPHALT PAVEMENT

Section 412 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

SECTION 412, COLD MILLING ASPHALT PAVEMENT, shall be amended as follows:

412.01 Description.

This item shall consist of cold milling the asphalt pavement at the locations designated by the City of Little Rock and removing and disposal of the resulting material from the right-of-way. Some street segments may be placed on hold until utility companies relocate or replace utility lines. The City of Little Rock will notify the contractor of any streets placed on hold for utility work or other issues as soon as possible. The contractor will be responsible for milling at all intersections and side streets and along the existing curb and gutters to a depth 1.5” deep along the face of the gutter and transitioned to the existing asphalt surface a distance of 6 feet from the face of the gutter (see details of contractor required milling attached in these documents). City of Little Rock representative will mark the extent of milling required at all intersections. Some street segments will require full width milling of 1.5” deep as directed by the CLR representative. The grindings from contractor milling shall become the property of the Contractor. The pavement remaining after milling shall provide a clean surface suitable for maintaining traffic. All pavement markings removed by the contractor during milling shall be immediately replaced by temporary pavement markings in accordance with 604.02 (d). Any traffic signal loop detectors damaged by the cold milling will be restored by the City of Little Rock. At existing speed humps, the contractor shall remove the speed hump to prepare for the new asphalt surface unless otherwise directed by the City’s representative to mill end joints on either side of the speed hump and install asphalt tapers to maintain traffic until the street is resurfaced. **The contractor will provide 300 cubic yards of the asphalt millings to the City of Little Rock and these millings will be delivered and dumped by the contractor at the Public Works Material Yard located at 1910 Thayer Street.**

412.02 Equipment.

The contractor shall provide self-propelled equipment with sufficient power, traction, and stability to maintain an accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine by referencing from the existing pavement by means of a ski or matching shoe or from an independent grade control and shall have an automatic system for controlling cross slope at a given rate. The milling machine shall have an effective means for preventing dust resulting from the operation from escaping into the air. Provision shall be made, either integrally with the milling machine or by use of additional equipment and manpower, to remove the material being cut from the surface of the roadway. Milled material shall be removed completely from roadway. No material shall be left in gutters, or behind curb. All clean up shall be done within 3 days of the milling operation and includes all grindings, asphalt, asphalt tapers, and millings loosened by traffic between the milling and overlay processes.

412.03 Construction Requirements.

Contractor will inform the public of the milling activities one day in advance of the application. The Contractor will do so by placing City provided “door hangers” upon homes and businesses along the street affected by the work. The Contractor’s name, contact person, and phone number will be stamped in the place provided in the City’s form. Contractor shall submit a traffic barricade / maintenance of traffic plan to the City of Little Rock for approval prior to beginning any work. All maintenance of traffic plans shall be in accordance with section 604 “Traffic Control Devices in Construction Zones”. The Contractor shall provide, position, erect and maintain all necessary traffic control personnel, barricades, suitable and sufficient caution lights, danger signals and traffic control signs (ROAD CLOSED, DETOUR, FRESH OIL, etc.) and shall take all necessary precautions for the protection of the work and safety of the public. Due to the multitude of intersections within the scope of work some traffic control may be necessary on side streets.

All signage and barricades used during maintenance of traffic shall be clean and in good condition. The existing pavement shall be cold milled to a depth as stated in section 412.01 above or as directed by the CLR representative. Since many intersections are associated with this program, the contractor must anticipate valley gutters requiring additional work as directed by the City’s representative. The number of passes and depth of each pass required to obtain the total depth required to be removed will be determined by the City’s representative. The contractor will be compensated at the per square yard bid price for any and all additional passes of the milling machine over such areas as directed by the City’s representative.

All transverse joints left at the end of each day’s run shall be tapered by milling or asphalt taper to provide a smooth ride. After milling, the contractor is responsible for installing temporary asphalt tapers at all locations which cause a vertical bump, including but not limited to end joints, driveways, utility manholes and utility valves to protect the safety of vehicular traffic. Installation, removal, disposal and daily maintenance of temporary asphalt tapers shall be the contractor’s responsibility. Existing pavement markings removed by grinding shall be replaced with temporary pavement markings. Temporary pavement markings shall be as per AHTD Standard Specifications Section 604.02 (d), and shall be the responsibility of Contractor. Contractor shall be responsible for spotting for temporary pavement markings. At the end of each day’s operations, pavement markings, either permanent or temporary shall be in place on all roadways open to traffic. The contractor shall schedule work so any street which has been milled shall be resurfaced within 15 days after completion of milling on that street segment. Some street segments may require utility relocations prior to resurfacing, so contractor may have to skip some street segments and return to those streets as required to coordinate street resurfacing with utility relocations. The City of Little Rock will be responsible for coordinating with the utility companies and notification to the contractor when each street is cleared of utility relocations and ready for resurfacing.

412.04 Method of Measurement

Cold Milling Asphalt Pavement will be measured by the square yard of pavement milled to the depth specified. If the existing concrete gutter was overlaid with asphalt and the asphalt was removed by milling then the measurement will be from the face of curb to the edge of the milling located 6 feet from the face of the gutter. Maintenance of traffic devices used during Cold Milling Asphalt Pavement will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for Cold Milling Asphalt Pavement. Temporary pavement marking installed will not be measured for payment, but full compensation

therefore will be considered included in the contract unit price bid for Permanent Pavement Marking Tape. See milling details attached to these contract documents, pages 48 – 50, for limits of payment for each type of milling on this program. Cold Milling Asphalt Pavement (Straight) will be measured for payment when milling is along curb and gutters, valley gutters, for full street width milling and across intersections when the distance of milling down the side street does not exceed 8’ in length and milling across the intersection does not require the milling machine to be turned perpendicular to the street being resurfaced (see details). Cold Milling Asphalt Pavement (Intersection / End Joint) will be measured for payment only at end joints milled at speed humps, end joints at the end of each street segment, valley gutters, and at intersections within the side street radius where the milling machine has to be turned perpendicular to the street to be resurfaced (see details).

412.05 Basis of Payment.

Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Cold Milling Asphalt Pavement (Straight) and Cold Milling Asphalt Pavement (Intersection/end joint), which price shall be full compensation for all work as prescribed herein, and for all labor, equipment, tools, notifying property owners with door hangers, maintenance of traffic, **providing 300 cubic yards of asphalt millings to the City of Little Rock** and incidentals necessary to complete the work. See milling details attached to these contract documents, pages 48 – 50, for limits of payment for each type of milling on this program.

Payment will be made under:

Pay Item	Pay Unit
Cold Milling Asphalt Pavement (Straight)	Square Yard
Cold Milling Asphalt Pavement (Intersection/end joint)	Square Yard

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATION
THERMOPLASTIC PAVEMENT MARKING

Section 719 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

719.01 Description.:

This item shall consist of furnishing and installing thermoplastic pavement markings according to these specifications and in conformity with the types, dimensions, and lines shown on the plans or as directed by the Engineer. The contractor shall inventory the existing pavement markings and install the new pavement markings in the same location and configuration as the existing pavement markings unless the City of Little Rock provides the contractor plans for the installation of new pavement markings. In addition to the thermoplastic pavement marking, this item shall include installation and removal of temporary pavement markings per section AHTD Specifications 604.02 (d) removed by grinding and after installation of new asphalt surface prior to installation of final thermoplastic pavement markings.

719.02 Materials.

No changes to this section of the Standard Specifications for Highway Construction, Edition of 2003. SHARROW Bike Symbols shall be preformed thermoplastic “Share the Road” symbols per the 2009 MUTCD Figure 9C-9 and are to be 40 inches wide and 112 inches tall.

719.03 Construction Requirements. In addition to the specifications listed add the following:

- (a) Contractor shall be responsible for inventorying size and locations of existing pavement markings, ahead of “Cold Milling Asphalt Pavement”, in order that pavement markings can be reinstalled as they exist, including but not limited to, cross-walks, turn lanes, striping, width of lanes, length of turn bays, etc. A copy of the existing pavement marking inventory shall be supplied to the City of Little Rock. All pavement markings shall be reinstalled in the same locations as they exist unless a new pavement marking plan is provided to the contractor by the City of Little Rock. Temporary pavement markings shall be as per AHTD Standard Specifications Section 604.02 (d), and shall be the responsibility of Contractor. Contractor shall be responsible for spotting temporary and Permanent Pavement Markings.
- (b) Contractor shall submit a traffic barricade / maintenance of traffic plan to the City of Little Rock for approval prior to beginning any work. All maintenance of traffic plans shall be in accordance with section 604 “Traffic Control Devices in Construction Zones”.
- (c) Contractor shall provide 24 hours notification to the Engineer prior to installation of permanent pavement markings.
- (d) At the end of each day’s operations, pavement markings, either permanent or temporary shall be in place on all roadways open to traffic including speed hump pavement markings. All permanent pavement marking lane lines (4” wide) shall be installed within 10 days of new asphalt surface installation.

All remaining permanent pavement markings (arrows, words, 12” wide, etc) shall be installed within 15 days of new asphalt surface installation.

719.04 Method of Measurement. Shall be changed to the following.

- (a) Thermoplastic Pavement Marking lines will be measured by the linear foot installed of the width, color and type specified.
- (b) Thermoplastic Pavement Marking (Words) and (Arrows) will be measured by the unit installed.
- (c) Thermoplastic Pavement Marking (Railroad Emblems) will be measured by the unit installed. One unit shall consist of both R’s; the X; the transverse lines; and the stop line near the track.
- (e) Temporary pavement marking installation and removal will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for Thermoplastic Pavement Marking.
- (f) Maintenance of traffic devices used during installation of temporary and permanent pavement markings will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for Thermoplastic Pavement Marking.

719.05 Basis of Payment. Shall be amended as follows:

Work completed and accepted and measured will be paid for at the contract unit price bid per color, width, and type specified, which price shall be full compensation for furnishing and installing the markings, for installation of temporary construction markings after grinding and asphalt overlay, for maintenance of traffic necessary during temporary and permanent pavement marking installation, and for all labor, equipment, tools, and incidentals necessary to complete the work.

<i>Pay Items</i>	<i>Pay Unit</i>
Thermoplastic Pavement Marking (Width, Color)	Linear Foot
Thermoplastic Pavement Marking (Words)	Each
Thermoplastic Pavement Marking (Arrows)	Each
Thermoplastic Pavement Marking (Railroad Symbol)	Each
Thermoplastic Pavement Marking (Bike Symbol)	Each
Thermoplastic Pavement Marking (SHARROW Bike Symbol)	Each

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATION
SPEED HUMP INSTALLATION

Description.:

This item shall consist of removal of the existing speed hump and installation of a new speed hump per the details shown in these bid documents. The contractor shall inventory the existing speed humps and install the new speed humps in the same location and configuration as the existing speed humps unless the City of Little Rock provides the contractor a revise location for the speed hump.

Materials.

Speed humps shall be constructed of compacted Asphalt Cement Hot Mix Surface Course.

Construction Requirements.

Area shall be thoroughly cleaned, spray area where speed hump will be installed with tack coat, and apply the ACHM surface course according to the details in these bid documents. Note the parabolic curve to the hump and curb & gutter details. Compacted dimensions shown are critical and must be adhered to, and held within the allowable construction tolerance of 3.5” to 4.5” height at the middle of the speed hump. A string line will be used to check dimensions of the speed hump in the center of each travel lane and the contractor will be required to re-construct the speed hump if the height of the speed hump is not within the construction tolerance of 3.5” to 4.5” height after compaction. Tapered transitions where the speed hump meets the street surface must be smooth and even with no asphalt raveling. Temporary approach markings must be immediately installed prior to opening the speed hump to traffic. All permanent pavement marking lane lines as shown in the speed hump details shall be installed within 10 days of new speed hump installation.

Method of Measurement.

Speed humps will be measured upon completion per Each. Maintenance of traffic, temporary pavement markings and removal of existing speed humps will not be measured for payment, but full compensation therefore will be considered included in the contract unit price bid for Speed Hump Installation. Permanent 12” white thermoplastic approach markings will be paid separately.

Basis of Payment. :

Work completed and accepted will be paid for at the contract unit price bid per each speed hump, which price shall be full compensation for removal of the existing speed hump, maintenance of traffic and temporary approach pavement markings, and for all labor, equipment, tools, and incidentals necessary to complete the work. ACHM will be paid separately per asphalt ticket installed.

<i>Pay Items</i>	<i>Pay Unit</i>
Speed Hump	Each

CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
SUPPLEMENTAL SPECIFICATION
SURFACE APPLIED TACTILE WARNING PANEL

Description.:

This item shall consist of furnishing and installing surface applied tactile warning panels on the existing curb ramps which are adjacent to the streets resurfaced with this program.

Materials.

The surface applied tactile warning panels shall be two feet long in the path of travel and the panels shall extend the full width of the ramp. For a typical 4 feet wide curb ramp the panel will be (2 feet X 4 feet) and shall be ADA Solutions, Inc. part number 2448IDRET2 or an approved equal (see attached detail sheet). The part number will be different for curb ramps which are wider or narrower than the typical 4 feet. The color of the warning panel shall be Federal Yellow. To use an equal product from another manufacturer, the contractor must submit a sample with the manufacturer's specifications and installation methods for review and approval by the Little Rock Public Works Department. The adhesive, fasteners and caulk around the perimeter of the warning panels must be in accordance with the manufacturer's installation specifications.

Construction Requirements.

Area shall be thoroughly cleaned of all debris, oil and grease making sure the area is completely free of moisture. The warning panel shall extend the full length of the curb ramp and the warning panel may need to be cut by table saw and marble tipped blade to fit the curb ramp width. Place a 3/8" bead of manufacturer approved adhesive on the frame of the bottom of each panel. Set the warning panel on the curb ramp per the attached detail perpendicular to the curb ramp as close as possible to the gutter line. Install the fasteners per the manufacturer's specifications and caulk around the perimeter of the warning panel using a manufacturer's approved caulk.

Method of Measurement.

Surface Applied Tactile Warning Panels will be measured upon completion per Each.

Basis of Payment. :

Work completed and accepted will be paid for at the contract unit price bid per each Surface Applied Tactile Warning Panel, which price shall be full compensation for maintenance of traffic and for all labor, materials, equipment, tools, and incidentals necessary to complete the work.

<i>Pay Items</i>	<i>Pay Unit</i>
Surface Applied Tactile Warning Panel	Each

SURFACE MOUNT TACTILE

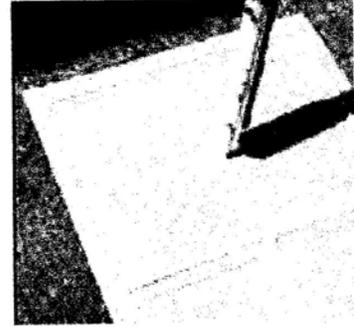
Installation Procedure

Be sure to read and understand all of these instructions before you begin.

- A.** The installation area should be cleaned of all debris, oil and grease, making sure the area is completely free of moisture. Tactile Panel may be surface mounted on existing pre-cleaned substrate.
- B.** Lay out the Tactile Panel on the substrate as it will appear when installed.
• If required, the Tactile Panel may be cut using a table saw and marble tipped blade. See web site for more details.
- C.** Place a 3/8" bead of adhesive on the frame of the bottom of each Tactile Panel. Adhesive yield: 10SF per 10 ounce cartridge.
- D.** Set the Tactile Panel in the installation area. Make all necessary adjustments prior to fastening.
- E.** Fasteners shall be installed in pre-formed fastener locations. Holes shall be drilled using a hammer drill with 1/4" x 2" min SDS bits. The drilled holes must be a minimum of 2" deep. Place fasteners in hole and hammer into place.
• If additional fasteners are required, use a 1/2", six point, 82 degree countersink to add a new fastener location. Follow the same drilling method for installing the fastener.
- F.** Caulk around perimeter of entire installation using BASF NP1 or equivalent.
• All concrete dust present on the Tactile Panel resulting from the drilling process must be cleaned off of the Tactile Panel prior to using any caulking materials.

*Not recommended or warrantied for asphalt installation.

*View additional photos, drawings and specifications
on our website: www.adatile.com.
Call (800) 372-0519 with any questions.*



PRODUCT SIZES

2'x3' 2'x4' 2'x5'
3'x4' 3'x5'

APPLICATION

Existing
Concrete Ramps

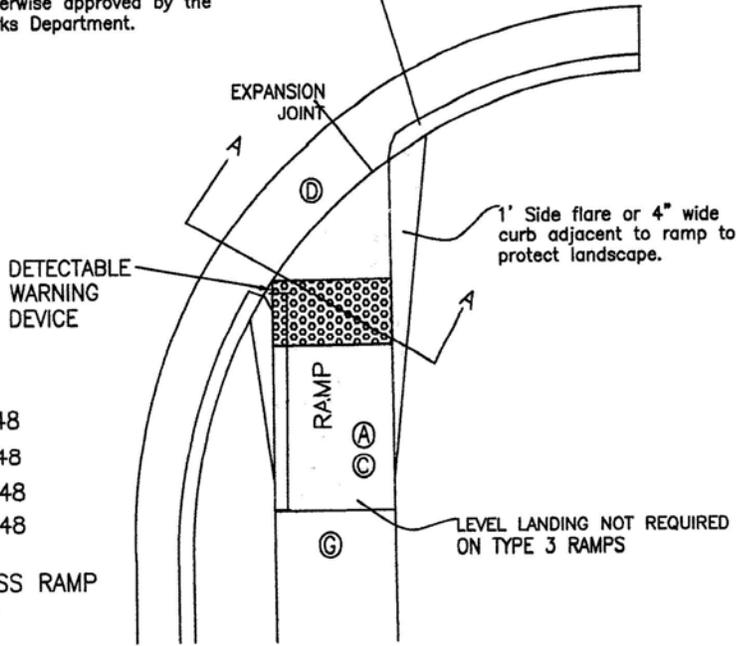


TITLE
 ACCESS RAMP
 TYPE 3 EXPANSION JOINT
 ALTERNATE 1

	PW-51
Issue Date	Revision Date
AUG, 2006	OCT 2013

Ramp must cross street perpendicular to center line unless otherwise approved by the Public Works Department.

CURB THIS LOCATION MUST BE POURED WITH GUTTER AS MONLOTHIC UNIT.



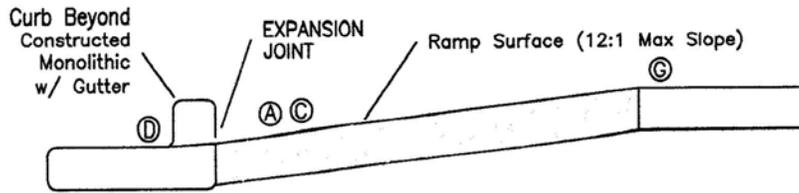
LEGEND

- Ⓐ SEE NOTE "A" ON PW-48
- Ⓒ SEE NOTE "C" ON PW-48
- Ⓓ SEE NOTE "D" ON PW-48
- Ⓔ SEE NOTE "G" ON PW-48

DENOTES ACCESS RAMP UNIT PAY AREA

TYPE 3 RAMP PLAN

EXPANSION JOINT ALTERNATE 1



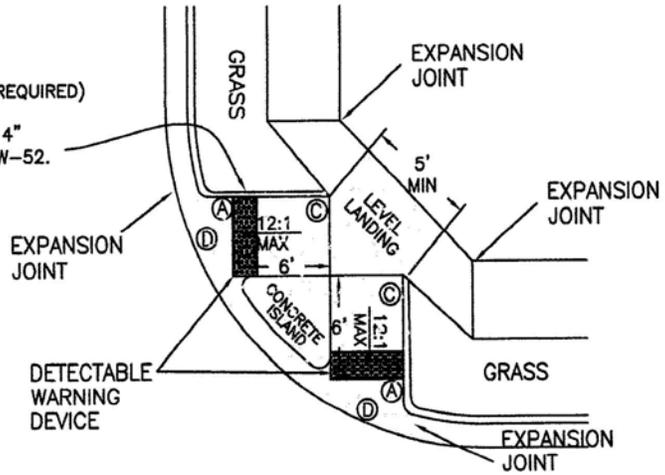
SECTION A-A



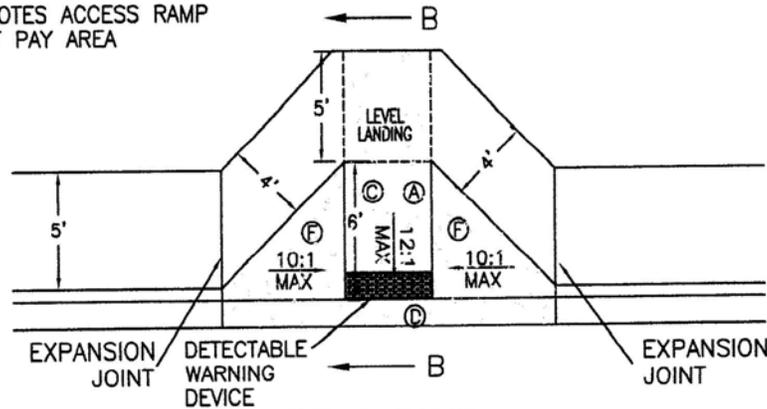
TITLE
ACCESS RAMP
TYPE 2 & TYPE 4

Issue Date	PW-50 Revision Date
AUG, 2006	OCT 2013

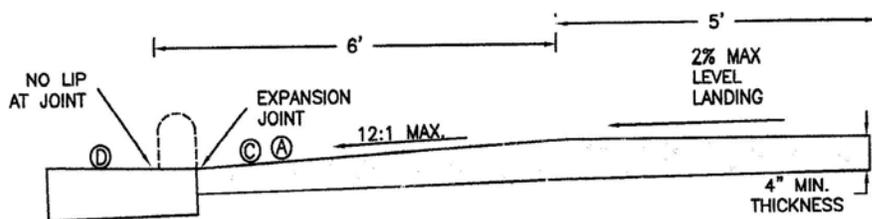
TYPE 2 RAMP
(WALK OFFSET FROM CURB-LANDING REQUIRED)
RAMPS ADJACENT TO GRASS REQUIRE 4" CURB OR 1' FLARE PER PW-51 & PW-52.



- LEGEND
- Ⓐ SEE NOTE "A" ON PW-48
 - Ⓒ SEE NOTE "C" ON PW-48
 - Ⓓ SEE NOTE "D" ON PW-48
 - Ⓕ SEE NOTE "F" ON PW-48
- DENOTES ACCESS RAMP UNIT PAY AREA



TYPE 4 RAMP
(WALK ADJACENT TO CURB)

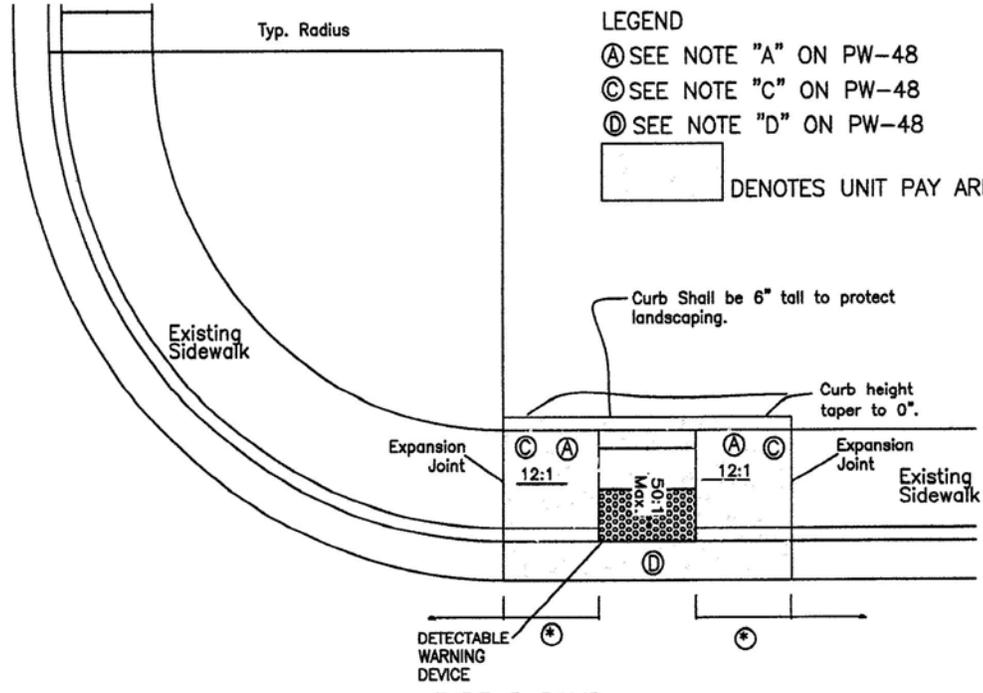


SECTION B-B



TITLE
ACCESS RAMP
TYPE 5

	PW-53
Issue Date	Revision Date
AUG, 2006	OCT 2013

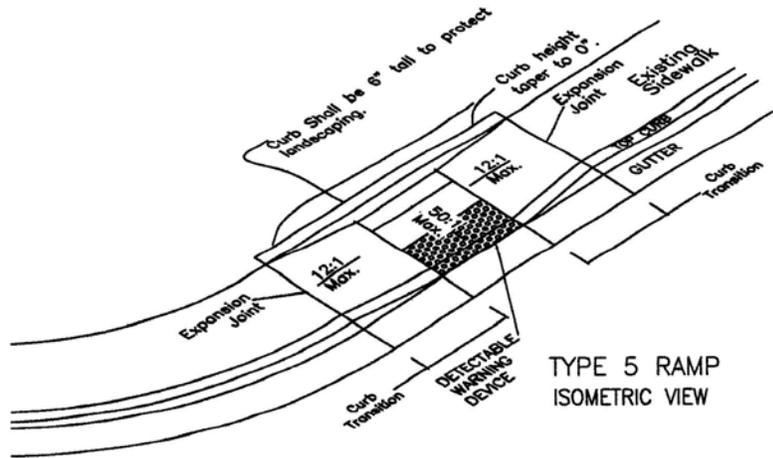


LEGEND
 (A) SEE NOTE "A" ON PW-48
 (C) SEE NOTE "C" ON PW-48
 (D) SEE NOTE "D" ON PW-48
 [] DENOTES UNIT PAY AREA

TYPE 5 RAMP

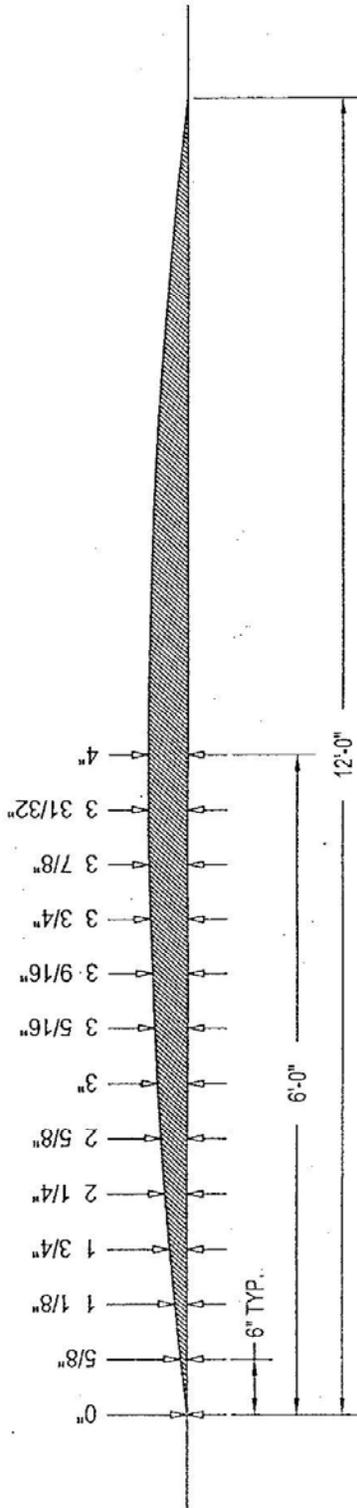
THIS RAMP REQUIRES APPROVAL FROM PUBLIC WORKS DEPARTMENT.

⊕ RAMP LENGTH IS NEEDED TO OBTAIN GRADE LESS THAN 12:1 SLOPE, BUT MAXIMUM LENGTH SHALL BE 15 FEET.



TYPE 5 RAMP
ISOMETRIC VIEW

12' Speed Hump Profile



Source: Clement, J.P. "Speed Humps and The Thousand Oaks Experience." City of Thousand Oaks, Thousand Oaks, CA, September 1982

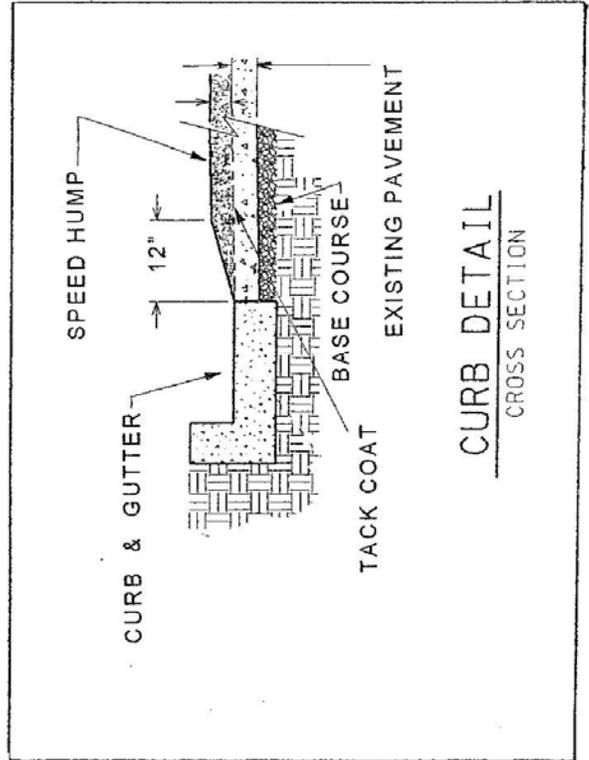


Figure 3B-31. Advance Warning Markings for Speed Humps

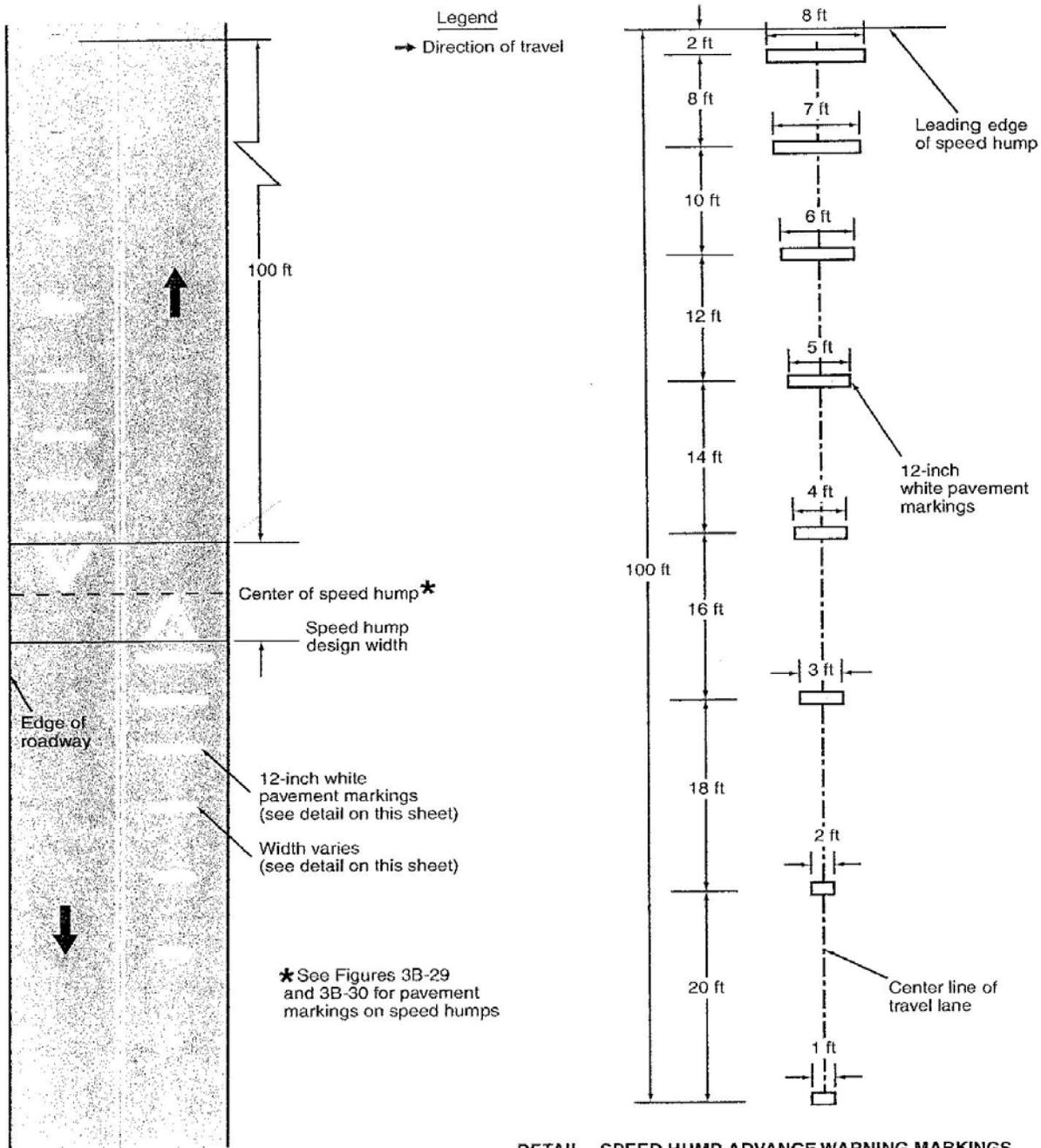
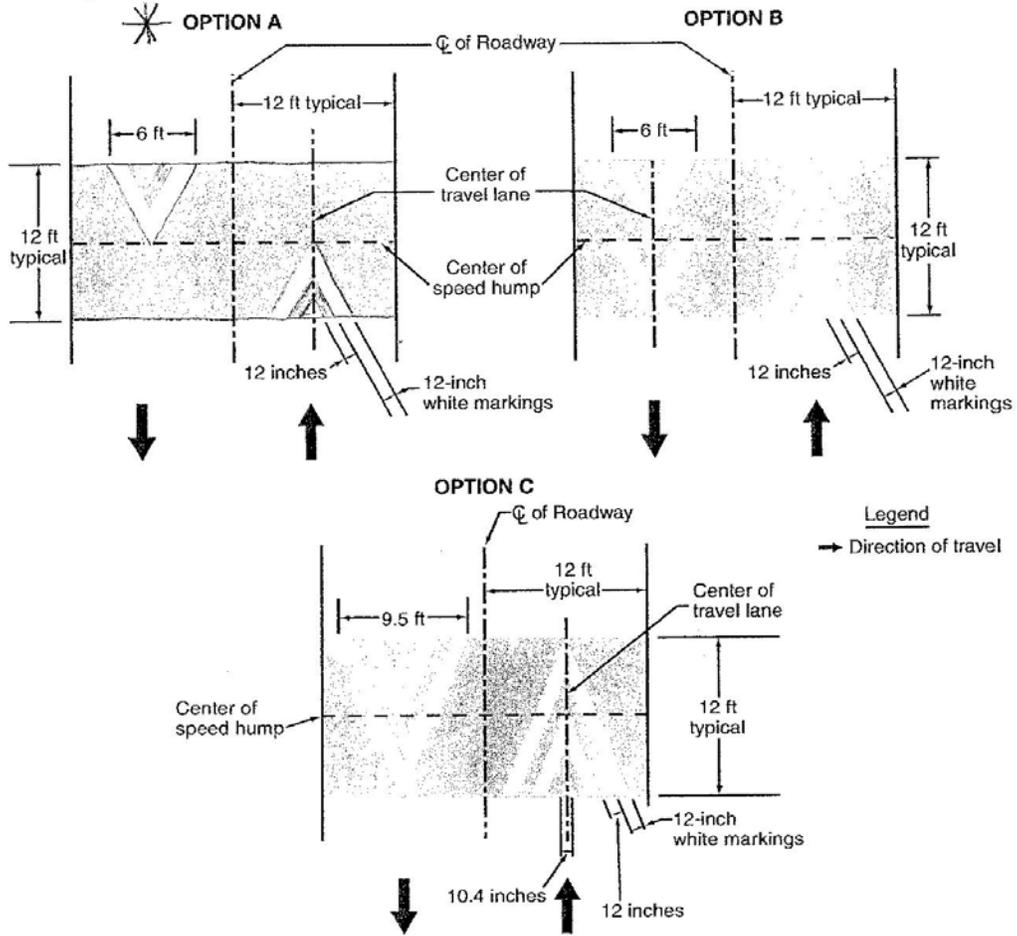


Figure 3B-29. Pavement Markings for Speed Humps without Crosswalks

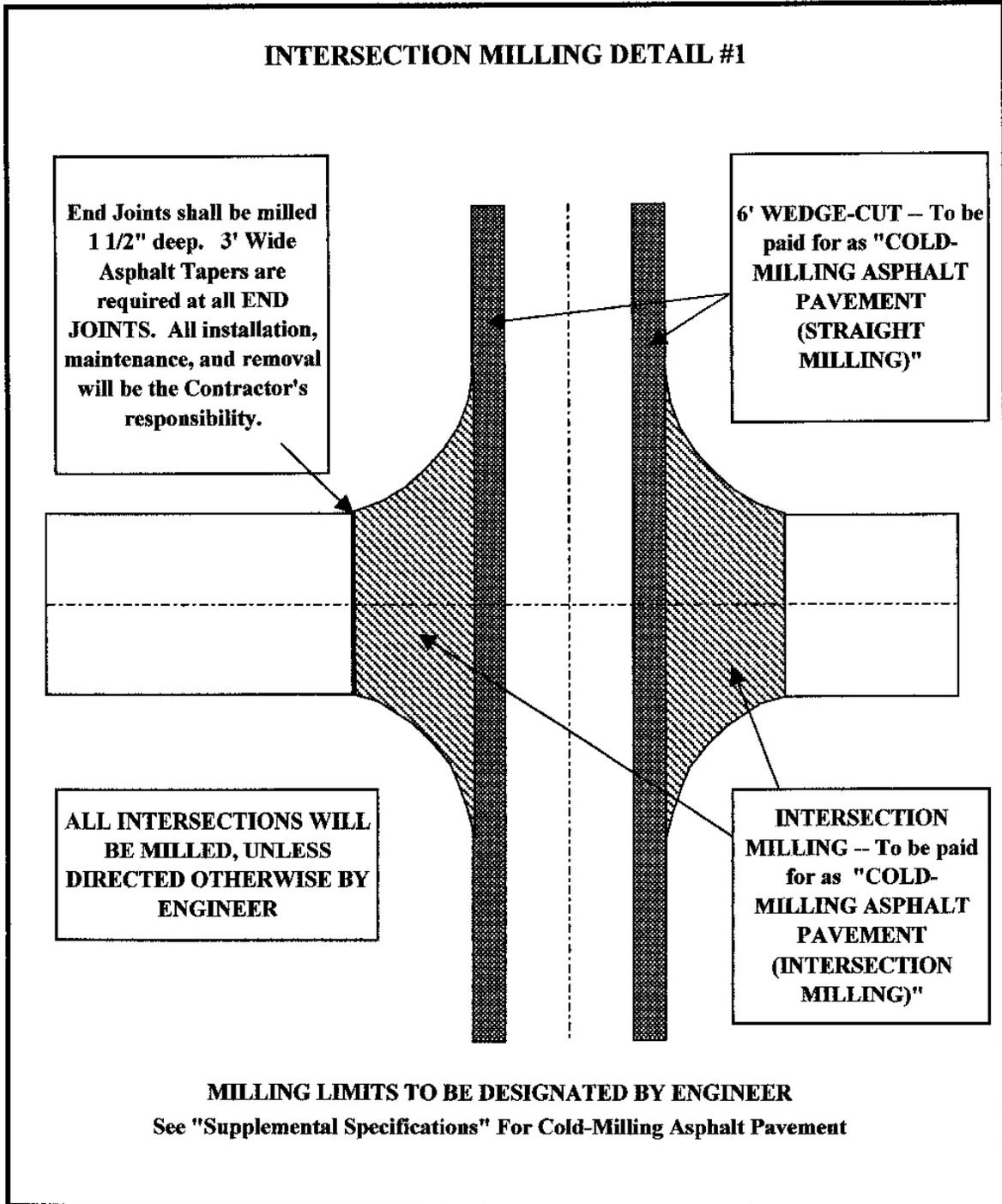


ASPHALT SPEED HUMPS

* USE OPTION "A" THERMOPLASTIC PAVEMENT MARKINGS ONLY



**CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
2015 STREET RESURFACING PROGRAM**

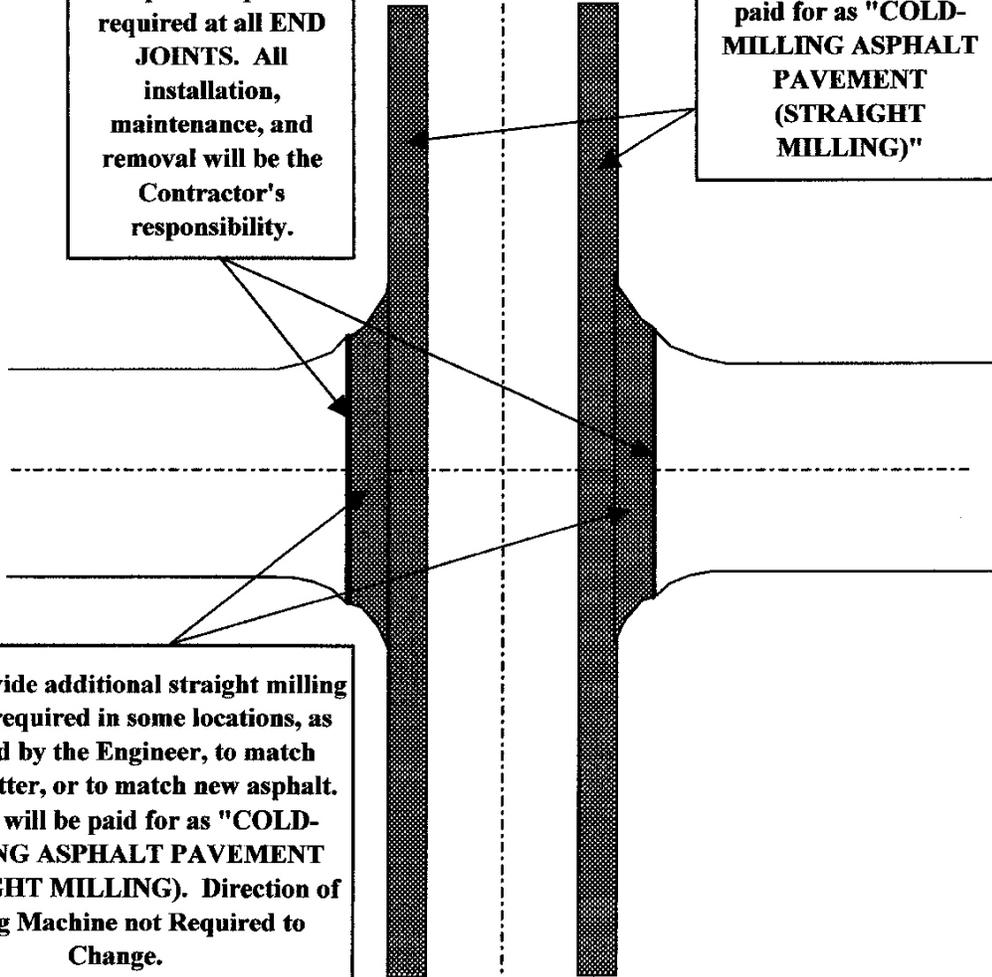


**CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
2015 STREET RESURFACING PROGRAM**

INTERSECTION MILLING DETAIL #2

End Joints shall be milled 1 1/2" deep. 3' Asphalt Tapers are required at all END JOINTS. All installation, maintenance, and removal will be the Contractor's responsibility.

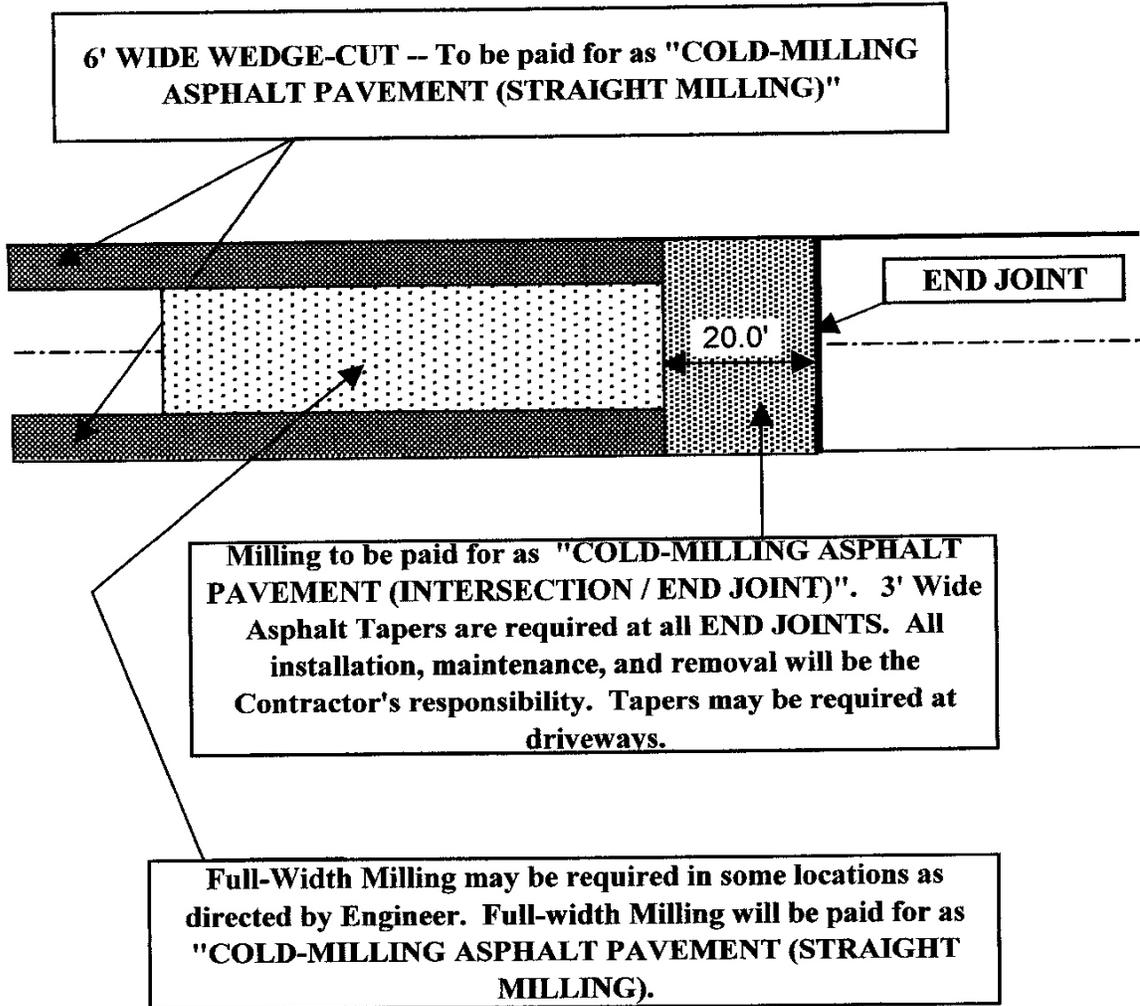
6' WEDGE-CUT – To be paid for as "COLD-MILLING ASPHALT PAVEMENT (STRAIGHT MILLING)"



Up to 6' wide additional straight milling may be required in some locations, as directed by the Engineer, to match valley gutter, or to match new asphalt. Milling will be paid for as "COLD-MILLING ASPHALT PAVEMENT (STRAIGHT MILLING)". Direction of Milling Machine not Required to Change.

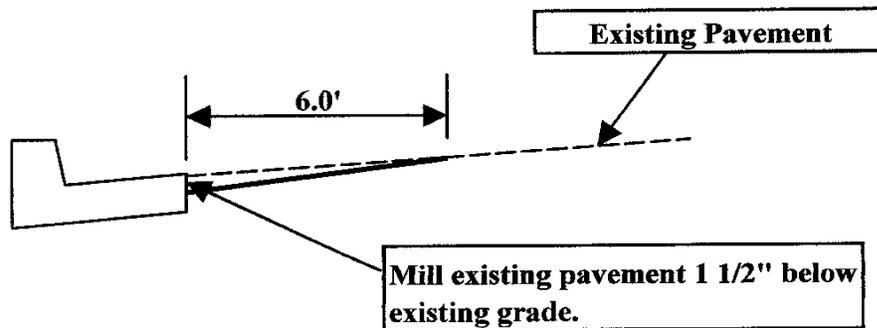
**MILLING LIMITS TO BE DESIGNATED BY ENGINEER
See "Supplemental Specifications" for Cold-Milling Asphalt Pavement.**

**CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
2015 STREET RESURFACING PROGRAM**



Milling Limits to be designated by Engineer.

See Supplemental Specification for "COLD MILLING ASPHALT PAVEMENT".

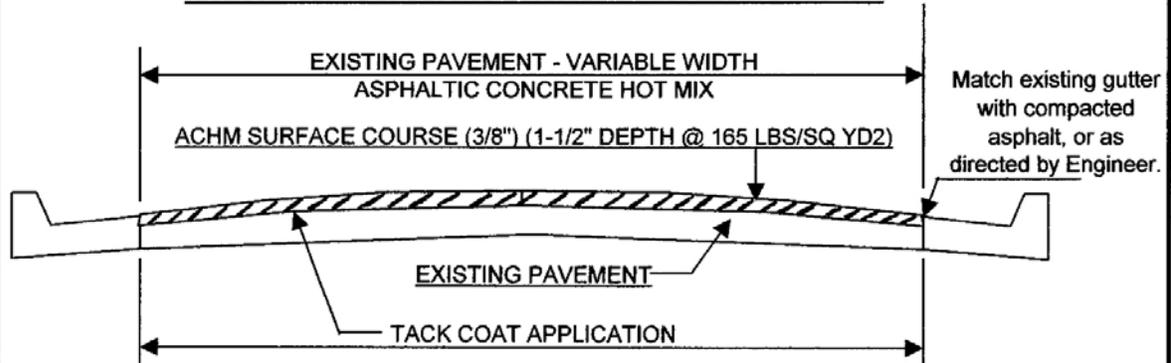


MILLING DETAIL -- (WEDGE CUT)

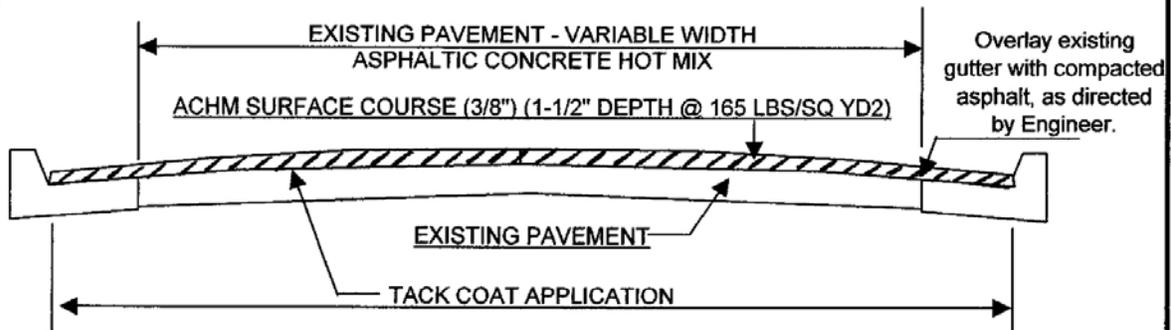
CITY OF LITTLE ROCK
PUBLIC WORKS DEPARTMENT
2015 STREET RESURFACING PROGRAM

RESURFACING DETAILS

TYPICAL RESURFACING WITH MILLING AT GUTTERS



TYPICAL RESURFACING WHEN OVERLAYING GUTTERS



CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT 2015 STREET RESURFACING PROGRAM SECTION 800									
Quantities are estimated. The proposed Street list (Section 800) may be modified. The City of Little Rock reserves the right to modify work restrictions and increase or diminish quantities as reasonably necessary or desirable.									
Ward	Work Restrictions	STREET NAME		Length	Avg Width	Square Yards	Bid Tons	STREET	
		FROM	TO						
1		W. 22nd Street	Harrison Street	4212	25.5	11934	1140	Cedar Street	
1		3-M Road	HWY 365 S.	2670	22	6527	580	Rangel Rd	
1		Spring Street	W. 18th Street	1876	36	7504	880	W. 23rd	
1		W. 30th Street	Wolfe Street	1050	23	2683	240	Martin Luther King Jr Drive	
1		W. 28th Street	Martin Luther King Jr Drive	1000	23	2556	230	Wolfe Street	
1		Marshall Street	Roosevelt Road	3160	30	10533	1030	end south of W. 33rd Street	
1		Gaines Street	W. 17th Street	3210	36	12840	1150	Roosevelt Road	
1		Valliere Street	Battery Street	323	23	825	120	Summit Street and c/Idesac	
1		Valentine Street	W. 25th Street	340	20	756	70	Asher Avenue	
1	NSD, Hold	Daisy Bates Drive	Martin Luther King Jr Drive	4260	39	18460	1765	Woodrow Street	
1	NSD	Sherman Street	E. Capitol Avenue	1290	32	4587	410	E. 9th Street	
1		W. 35th Street	Chester Street	1190	27	3570	330	Martin Luther King Jr Drive	
1		Minor Street	W. 18th Street	655	17	1237	115	Charles Bussey Avenue	
1		W. 23rd Street	Main Street	1415	36.5	5739	560	Broadway Street	
1		Short Spring Street	W. 33rd Street	340	23.5	888	80	south to end	
1		W. 15th Street	Woodrow Street	1365	21.5	3261	315	Brown Street	
2		Hendrix Ave	W. 14th Street	600	24	1600	150	South to End	
2		Margie Circle	Loetscher Lane, South to 90° turn to the East	1428	18	2856	275	Sunset Ln	
2		Community Road	Baseline Road	2034	16.5	3729	350	Dead End	
2		Christian Drive	Scott Hamilton Road	647	20	1438	150	Community Rd	
2		Republic Lane	Valley Drive	2100	24	5800	500	Rinke Road	
2		Palo Alto Drive	Geyer Spring Road	740	24	1973	190	East to end	
2		Trenton Lane	Geyer Spring Road	1100	24	2933	275	Republic Lane	
2		Elmore Road	Warren Drive	1465	23	3744	340	Stillman Dr	
2		Arnold Street	Baseline Road	627	22	1533	150	North to end	
2		Redwood Drive	Warren Drive	1375	23	3514	330	Oakgrove Ln	
2	NSD	Valley Drive	Mabelvale Cutoff	2534	21	5913	550	Valley Dr	
2	NSD	W. 28th Street	S. University Avenue	1270	36	5080	480	S. Filmore St	
2		Geyer Springs Road	Valley Drive	2375	45	11875	1100	Mabelvale Cutoff	
2		Knollwood Road	Warren Drive	1375	23	3514	330	Oakgrove Ln	
2		Woodfield Road	Warren Drive	1485	23	3795	350	Stillman Dr	
2		Warren Drive	Valley Drive	1345	33	4932	450	N. to end @ Fairfield Dr	
2		Sunnydale Drive	Mabelvale Pike	1580	23	4038	380	Mabelvale Pike	
2		Primrose Lane	Mabelvale Pike	664	23	1697	160	W. 51st St	

CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT 2015 STREET RESURFACING PROGRAM SECTION 800									
Quantities are estimated. The proposed Street list (Section 800) may be modified. The City of Little Rock reserves the right to modify work restrictions and increase or diminish quantities as reasonably necessary or desirable.									
Ward	Work Restrictions	STREET NAME	FROM	TO	STREET	Length	Avg Width	Square Yards	Bid Tons
2		W. 51st Street	Maureer Drive	Mabelvale Pike		1565	23	4051	380
2	NSD	Hinkson Road	Geyer Spring Road	Oman Rd		1950	23	4983	450
2		Doyle Springs Road	Baseline Road	I-30 Frontage Road		3615	23.5	9439	880
2	Hold	Butler Road	W. 65th Street	Ballinger Road		2290	23	5852	585
2		Eva Lane	Valley Drive	south of Milford Drive		2160	20	4800	430
2		Milford Drive	Chicot Road	Eva Lane		1360	20	3022	275
3		Ridgecrest	"H" Street	N. University Ave		1670	27.5	5103	480
3		Cleveland Street	"H" Street	Ridgecrest Dr		485	26	1401	125
3		Garfield Circle	"H" Street	South to end		265	32	942	90
3		Arthur Street	"H" Street	Ridgecrest Dr		485	26	1401	125
3		S. Scenic Drive	N. Grandview St 5200	5500 Grandview		1198	16	2126	190
3		N. Plaza Drive	W. Markham Street	N. McKinley		1478	25.5	4188	375
3		Blue Ridge Circle	N. Grandview Street	Scenic Dr		1410	23	3803	330
3		Amherst Drive	Mcadoo Street	Auburn Dr		765	23	1955	175
3	Hold	Cedar Hill Road	Rebsamen Park Road	Riverfront Dr		1352	42	6309	570
3		W. 2nd Street	S. Summit Street	Dead End		330	21	770	75
3		Battery Street	W. 2nd Street	W. Markham		300	18	600	55
3		"C" Street	N. Pierce Street	east to end at guardrail		700	20.5	1594	150
3		N. Oak Street	Kavanaugh Boulevard	Hill Rd		285	22.5	713	85
3		N. Pierce Street	Lee Ave	B St		700	18.6	1447	130
3		Walnut Street	S. Lookout Road	Kenyon St		298	18.5	613	80
3		Orion Circle	Sandpiper Drive	North to end		164	25	456	55
3		Stonewall Road	Newton Street	East end east of N. Jackson St		1190	25	3306	300
3	Hold	Pine Manor Drive	Shannon Drive	Ranch Valley Drive		1450	22	3544	345
3	Hold	"P" Street	University Avenue	Pierce Street		800	19	1869	200
3	Hold, MRH	Marham/Boone/3rd Street	Bridge near Wolfe Street	Pine Street		7400	42	34533	3400
3		W. 7th Street	Woodrow Street	Pine Street		3140	26	9071	820
3		River Ridge Court	River Ridge Circle	East to end		391	28	1216	110
4		Woodberry Road	Pebble Beach Drive	South to Hinson Road		1350	23	3450	310
4		Edgemond Drive	Woodberry Road	Hinson Road		950	23	2428	220
4	Hold	Longlea Court	Pebble Beach Drive	North to end		830	23	2121	200
4		Valley View Drive	Pleasant Forest Drive	4216 Valley View Dr		1362	23	3481	320
4		Sugar Maple Lane	4224 Sugar Maple Lane	Sam Peck Road		1250	23	3194	290
4		White Fir Cove	White Fir Lane	North to end		300	23	767	70

CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT

2015 STREET RESURFACING PROGRAM SECTION 800

Quantities are estimated. The proposed Street list (Section 800) may be modified. The City of Little Rock reserves the right to modify work restrictions and increase or diminish quantities as reasonably necessary or desirable.

Ward	Work Restrictions	STREET NAME	STREET		Length	Avg Width	Square Yards	Bid Tons
			FROM	TO				
4		Sierra Forest Drive	Pleasant Forest Drive	Pleasant Ridge Rd	1165	23	2977	275
4		Agate Cove	Garnet Court	East to end	500	23	1278	115
4		Christopher Cove	Sugar Maple Lane	Northeast to end	485	23	1188	110
4		Christopher Drive	Sugar Maple Lane	Sugar Maple Ln	1400	23	3578	330
4		Valley View Drive	4216 Valley View Drive	North to end	875	23	2238	205
4		Sugar Maple Lane	Valley View Drive	4224 Sugar Maple Ln	2175	23	5558	495
4		Forest Maple Court	Sam Peck Road	East to end	450	23	1150	110
4		Forestwood Cove	Sugar Maple Lane	south to end	425	23	1086	100
4		Shadywood Court	Sugar Maple Lane	south to end	610	23	1559	140
4		Sam's Cove	Sugar Maple Lane	East to end	310	23	792	75
4		Sugar Maple Court	Sugar Maple Lane	North to end	400	23	1022	100
4		White Fir Lane	Pleasant Forest Drive	N. & W. to end	1400	23	3578	330
4		Longview Road	Hinson Road	Pleasant Forest Drive	1325	23	3386	300
4		Cherry Creek Cove	Pleasant Forest Drive	North to end	768	23	1963	165
4		Summerdale Lane	Butterfield @ Piedmont Circle	N.E. thru Piedmont Ln. to end	750	26	2167	190
4	Hold	Gristmill Road	Old Forge Drive	Old Forge Dr	3553	23	9080	810
4		Pamela Drive	Loretta Lane	Biscayne Drive	2190	23	5597	500
4		Hinson Loop Road	Hinson Road	Rainwood Rd	1270	25.5	3598	330
4		Rocky Valley Drive	Rodney Parham Road	East to end	2345	23.5	6123	590
4	Hold, MRH, NSD	Pleasant Valley Drive	Platte Valley Drive	Rodney Parham Drive	2870	48	15307	1520
5		Point West Drive	Kanis Rd	Point West Cir	320	36	1280	115
5		Point West Circle	Point West Drive	Point West Dr	3284	23	8362	770
5		Point West Cove	Point West Circle	West to end	636	23	1625	160
5		Woodcreek Drive	Cherrybark Drive	Pride Valley Dr	1705	23	4357	390
5		Patriot Court	Pebble Beach Drive	South to end	170	23	434	50
5		Cape Cod Court	Pebble Beach Drive	South to end	258	23	659	60
5		Turtle Creek Court	Saint Charles Boulevard	North to end	880	23	2249	226
5		Loyola Drive at Wellington Roundabout	Traffic Circle	Traffic Circle			0	160
5	MRH	Chenal Parkway	Kanis Road (east)	Gamble Road	9500	70	73889	7125
6		Oak Lane	W. Markham Street	South to end	1254	18.5	2578	240
6		Meadowbrook Drive	Markham, S. thru Meadowbrook Lane	then W. then N. to Meadowbrook Ln.	1995	23.5	5209	470
6		Meadowbrook Lane	E. Intersection w/ Meadowbrook Dr.,	West thru W. Inter.	430	23	1099	100
6		Longcoy Street	W. 40th Street	MeadowbrookDr(End C/G) W. 42nd St	600	14	933	90
6		Leander Drive	Parham Pointe Drive	Boyle Park entrance	3040	17	5742	520

**CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT
2015 STREET RESURFACING PROGRAM SECTION 800**

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Ward	Work Restrictions	STREET NAME	STREET		Length	Avg Width	Square Yards	Bid Tons
			FROM	TO				
6	Hold	S. Shackelford Road	Shackelford Pass	W. 36th St	1560	40	6833	625
6		S. Shackelford Road	W. 36th Street	Colonel Glenn Rd	3410	41	15534	1400
6	MRH, NSD	Shackelford Drive	N. Shackelford Road	W. Markham St	1475	32	5244	475
6		Pride Valley Drive	14400 Pride Valley Drive	South then West to end	745	32	2649	260
6		Point West Drive	Kanis Road	1600 Point West Dr	1400	32	4978	460
6		Zion Street	W. 36th Street	W. 39th St	335	23	866	80
6		W. 20th Street	Aldersgate Road	Jr. Deputy Rd	1255	20	2789	260
6		Nichols Road	2317 Nichols Road	1601 Nichols Rd	2575	20	5722	520
6		Wilson Street	1600 Wilson Street	W. 24th St	2644	20	5676	520
6		Perry Street	W. 24th Street	1522 Perry St	2475	20	5500	500
6		Vista Drive	Cooper Orbit Road	Misty Ln PVT	1820	18	3640	330
6		Monette Drive	Jr. Deputy Road	Glenda Dr	210	23	537	55
6		Barbara Drive	Berkshire Drive	Broadmoor Dr	1500	24	4000	360
6		Barbara Circle	Broadmoor Drive	Broadmoor Dr	1010	24	2693	250
6		Bellemeade Drive	Lakeshore Drive	W. 32nd Street	1092	24	2912	275
6		Weldon Avenue	W. 36th Street	W. 46th Street	3215	17	6073	575
7		Nash Lane	Sibley Hole Road	Mabelvale West Rd	2610	18	5220	470
7		Sophia Drive	Edwina Drive	N. to end	436	23.2	1124	110
7		Boydston Road	Herndon Road	N. to private Dr; Fonda LN	978	17	1847	170
7		Eagle Nest Court	Davis Cup Lane	West to end	1008	23	2676	265
7		Mallard Cove	Hunters Woods Drive	Quail Run Drive	1430	23	3654	330
7		Hunters Woods Drive	Quail Run Drive	end	900	23	2300	220
7		Eagle Nest Court	Davis Cup Lane	E. to end including cul-de-sac	960	23	2453	275
7		Tedburn Drive	Merrivale Drive	Dartmoor Drive	870	23	2223	220
7		Merrivale Drive	Baseline Road	Woodford Drive	1700	32	6044	550
7		Goldleaf Drive	Crystal Valley Road	Redleaf Cir	1145	23	2926	287
7		Redleaf Circle	Crystal Valley Road	Goldleaf Dr	2100	23	5367	542
7		Silverleaf Court	Crystal Valley Road	East to end	840	23	2147	239
7		Greencrest Drive	Oak Park Drive	West to end	300	23	767	140
7		Greencrest Drive	Greencrest Drive	W. 43rd Street	1010	23	2581	245
7		Holy Springs Boulevard	Geyer Springs Road	Hilario Springs Road	2640	32.5	9533	875
7		Eagle Drive	Chicot Road	west to end	1125	26	3250	330
7		Distribution Drive	Baseline Road	I-30 Access Road	3610	33	13237	1210
7		Crystal Valley Road	Stagecoach Road	13805 Crystal Valley Road	3760	36	15040	1410

CITY OF LITTLE ROCK, PUBLIC WORKS DEPARTMENT							
2015 STREET RESURFACING PROGRAM SECTION 800							
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Ward	Work Restrictions	STREET NAME	STREET	Length	Avg Width	Square Yards	Bid Tons
		FROM	TO				
7		Hatfield Drive	Preston Drive	1260	23	3220	320
7		Burnelle Drive	Chicot Road	1445	23	3693	335
2015 RESURFACING PROGRAM TOTALS				204,522		644,640	60,554

*MRH- Streets marked with *MRH under work restrictions carry large volumes of traffic during the morning rush hours and no work which affects traffic flow will be allowed on these streets from 6:30am to 9:00am Monday through Friday.

*NSD - Streets marked with *NSD under work restrictions are adjacent to a school and must be done on a day that school is not in session.

*HOLD - Streets marked with *HOLD under work restrictions are on hold and no work should begin until contractor received a notice to proceed on proceed with these streets.

APPENDIX “E”

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

LITTLE ROCK CODE

ARTICLE II. OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Sec. 18-51. Penalty.

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

Sec. 18-52. Noises prohibited generally.

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

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

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

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

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

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

(4) Necessary warning signals given by an ambulance operator or licensed physician while answering an emergency call for medical assistance.

(5) Construction work between the hours of 6:00 a.m. and 8:00 p.m. on weekdays and Saturdays in areas declared by resolution of the board of directors to be disaster areas. For purposes of this subsection, construction work means the erection, including excavation, demolition, alteration or repair of any building in a residential district. Any resolution to declare an area a disaster area shall include a map of the area and a time period during which such designation shall be effective.

(Code 1961, §~ 25-7 1—25-73; Ord. No. 18,070, § 1, 7-20-99)

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

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

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

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

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

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

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

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

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

(Code 1961, §~ 25-156---25-158)

CITY OF LITTLE ROCK

HUMAN RESOURCES DEPARTMENT

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

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

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

APPENDIX “F”

CITY OF LITTLE ROCK

HOUSE BILL 1954

ACT 1310 OF 1999

SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISES

PARTICIPATION

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

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

82nd General Assembly

A Bill

Regular Session, 1999

HOUSE BILL 1954

By: Representatives J. Lewellen, Harris

For An Act To Be Entitled

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

Subtitle

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

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

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

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

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

same in the Code.

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

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

/s/J. Lewellen, et al