

RESOLUTION NO. _____

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT); ACCEPTING THE LOW BID OF, AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH, CINERGI, INC. FOR THE ARDOT TAP SAFE ROUTES TO SCHOOL PROJECT IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") recognizes the need for safe routes to and from school for children and families on bicycles and on foot; and

WHEREAS, pursuant to the authorization granted by Resolution No. 8264 (TAP SRTS), the City applied for, and was awarded, grant funds from the Arkansas Highway and Transportation Department's Safe Route to Schools Program ("SRTS") for infrastructure improvements; and

WHEREAS, the Arkansas Highway and Transportation Department ("ARDOT") has awarded grant funds in the amount of \$63,210.00 for the City's infrastructure improvements project (see letter and certification attached hereto, collectively, as Exhibit A), said funds to be paid through submission of Construction Certification Reimbursement requests by the City; and

WHEREAS, the City has advertised for bids for the ARDOT TAP Project (see approval of plans, ARDOT Specifications and Bid Summary No. 17-3504 attached hereto, respectively, as Exhibits B, C and D); and

WHEREAS, the low bidder for the project was Cinergi, Inc. of Little Rock, AR with a bid of \$93,658.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the City Council approves acceptance of the ARDOT TAP Project (Job No. 061414, F.A.P. SRTS-1401[110]) for infrastructure improvements under the SRTS Program in the amount of \$63,210.00.

SECTION 2: That the low bid of Cinergi, Inc. for the ARDOT TAP Project in the amount of \$93,658.00 is hereby accepted, and the Mayor and City Clerk are authorized to execute a contract substantially similar to the one attached hereto as Exhibit "E".

SECTION 3: That the total cost for the project, or \$93,658.00, is hereby appropriated as follows:

- (a) \$63,210.00 from the Sales Tax Capital Improvements Fund (to be reimbursed thru requests by the City to ARDOT/FHWA), and
- (b) \$30,448.00 from the Ward 2 Drainage Fund.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSORS:

ATTEST:

Linda Robinson
Council Member Linda Robinson *by AF*

Diane Whitbey, City Clerk

Maurice Taylor
Council Member Maurice Taylor *by AF*

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/AF

FILED	<u>11:30</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>3-20-18</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Usseery</u>			



ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | IDriveArkansas.com | Scott E. Bennett, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

February 27, 2018

The Honorable Joe Smith
Mayor of North Little Rock
P.O. Box 5757
North Little Rock, AR 72119

Re: Job 061414
F.A.P. SRTS-1402(110)
North Little Rock SRTS I (2012)
Pulaski County

Dear Mayor Smith:

We have received your request for concurrence in award and the bid tabulations for the referenced project. The Department concurs in the award of the project in the amount of \$93,685.73 to the low bidder, Cinergi, of Sherwood, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. As stated in the Agreement between the City and the Department, the maximum approved Federal-aid amount for this project is \$63,210.

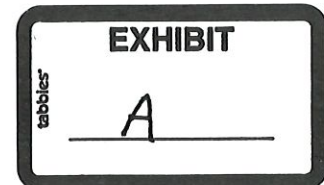
Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (enclosed) must be submitted with each request for Construction Certification Reimbursement and the Final Acceptance Report (enclosed) must be submitted at the completion of the project. The forms must be submitted to Colton Cowles, the Department's Resident Engineer in North Little Rock, who can be contacted at (501) 945-9514. Also, Colton must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to Colton for review and approval for program eligibility.

Sincerely,


Kevin Thornton
Assistant Chief Engineer – Planning

Enclosures

- c: Deputy Director and Chief Engineer
Program Management
Transportation Planning and Policy
Construction
District 6
Resident Engineer #61
Job 061414 'C' File
Mr. Chris Wilbourn, P.E. City of North Little Rock



CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

January 22, 2018

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: *Job 061414*
North Little Rock SRTS I (2012)
Pulaski County

Dear Mr. Banks:

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Enclosed are one set of bid tabulations for the referenced project.

Your concurrence in the award of this contract to Cinergi Contractors is requested.

Sincerely,



Joe A. Smith, Mayor



Amy Fields, City Attorney

Enclosures

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett, P.E.
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

January 30, 2017

The Honorable Joe Smith
Mayor of North Little Rock
P.O. Box 5757
North Little Rock, AR 72119

Re: Job 061414
F.A.P. SRTS-1402(110)
North Little Rock SRTS I (2012)
Pulaski County

Dear Mayor Smith:

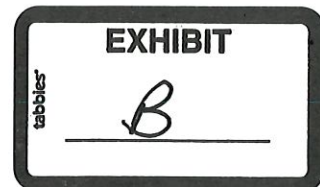
We have reviewed the final plans, specifications and estimate, bid proposal, and right-of-way certification on the referenced project. Our review was limited to an inventory of the required documents and project eligibility. Construction funding has been authorized by the Federal Highway Administration (FHWA), and you are authorized to advertise the project for construction bids contingent upon transmitting to this office (1) the notice of advertisement and (2) the first advertisement date. Failure to submit this information prior to advertising may result in canceling the bid opening and re-advertising at a later date so that the Department may provide adequate notice of this work to eligible Disadvantaged Business Enterprises (DBEs). Please note that the City is responsible for advertising and receiving bids in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations (See Attachment C of the Agreement of Understanding).

The required FHWA-1273 documents, anti-collusion and debarment certification and Title VI provisions must be included in your bid proposal and contract. After the bid opening and prior to contract execution, you must request the concurrence of the Department in the award of the contract (see Attachment D of the Agreement of Understanding). If you have any questions, please contact Kimberly Sanders in our Program Management Division at (501) 569-2020.

Sincerely,


Kevin Thornton
for Assistant Chief Engineer – Planning

c: Program Management
District 6
Job 061414 'C' File
Mr. Chris Wilbourn, City of North Little Rock
Mr. Scott Donaldson, Garver



CITY OF NORTH LITTLE ROCK
CONSTRUCTION PLANS FOR SIDEWALK PROJECT

DATE	BY	REVISION	DESCRIPTION
		6	ARK.
			061414
			1
			21

© NORTH LITTLE ROCK SRTS I(2012)

NORTH LITTLE ROCK SRTS I (2012)
PULASKI COUNTY

FAP NO. SRSI-I402 (110)
JOB 06 1414



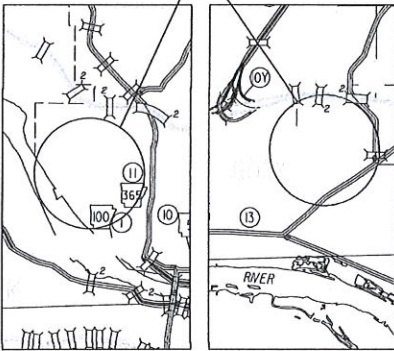
ARKANSAS HIGHWAY DISTRICT 6

*Colton Cowles
Sol-945-9514*

THESE PLANS HAVE BEEN DEVELOPED
USING AASHTO, MUTCD AND ADA GUIDELINES

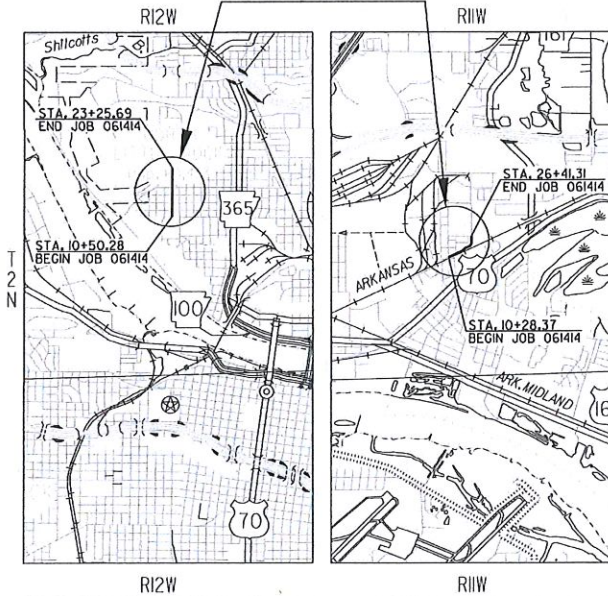


PROJECT LOCATION



VICINITY MAP

PROJECT LOCATIONS



PROJECT COORDINATES

	BEGIN	MID-POINT	END
LATITUDE	N 34°45'52"	N 34°45'55"	N 34°46'01"
LONGITUDE	W 92°12'42"	W 92°12'33"	W 92°12'30"
STATION	10+28.37	18+34.84	26+41.31

PROJECT COORDINATES

	BEGIN	MID-POINT	END
LATITUDE	N 34°46'08"	N 34°46'15"	N 34°46'21"
LONGITUDE	W 92°17'18"	W 92°17'18"	W 92°17'18"
STATION	10+50.28	16+87.99	23+25.69

JOB 061414

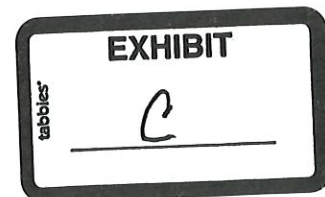
DATE: 04/20/14
DRAWN BY: J. M. [unreadable]
CHECKED BY: [unreadable]
SCALE: AS SHOWN



Project: North Little Rock SRTS
 Job No.: AHTD 061414 Garver 11017713
 Subject: CONSTRUCTION COST ESTIMATE

Sheet 1 of 1
 Made By: CGG Date: 12/19/2016
 Chk'd By: SAD Date: 12/20/2016

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT PRICE	COST
201	CLEARING AND GRUBBING TREES	5	EACH	\$300.00	\$1,500.00
202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	358	SQ. YD.	\$10.75	\$3,843.88
202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	727	LIN. FT.	\$7.08	\$5,147.16
203	REMOVAL AND DISPOSAL OF FENCE	30	LIN. FT.	\$1.98	\$59.40
202	REMOVAL AND DISPOSAL OF MAILBOXES	3	SQ. YD.	\$28.83	\$86.49
202	REMOVAL AND DISPOSAL OF WALKS	15	SQ. YD.	\$19.19	\$294.57
210	UNLASSIFIED EXCAVATION	104	CU. YD.	\$7.53	\$783.12
210	COMPACTED EMBANKMENT	215	CU. YD.	\$8.51	\$1,829.65
505	PORTLAND CEMENT CONCRETE DRIVEWAY	785.77	SQ. YD.	\$45.47	\$35,728.96
601	MOBILIZATION	1.00	L.S.	\$3,057.00	\$3,057.00
603	MAINTENANCE OF TRAFFIC	1.00	L.S.	\$3,000.00	\$3,000.00
SS & 604	SIGNS	336	SQ. FT.	\$9.18	\$3,084.48
SS & 604	TRAFFIC DRUMS	152	EACH	\$47.42	\$7,207.84
620	WATER	17.6	M.G.	\$6.00	\$105.60
621	SILT FENCE	1112	LIN. FT.	\$3.06	\$3,402.72
621	SEDIMENT REMOVAL AND DIPOSAL	50	CU. YD.	\$3.37	\$168.50
624	SOLID SODDING	1386	SQ. YD.	\$3.67	\$5,086.62
633	HAND RAILING	8	LIN. FT.	\$127.15	\$1,017.20
633	CONCRETE WALKS	1140	SQ. YD.	\$34.34	\$39,147.60
634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (2'0")	727	LIN. FT.	\$15.66	\$11,384.82
637	MAILBOXES	3	EACH	\$95.34	\$286.02
637	MAILBOX SUPPORTS (SINGLE)	3	EACH	\$144.75	\$434.25
641	WHEELCHAIR RAMPS (TYPE 3)	51	SQ. YD.	\$122.65	\$6,304.21
719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	330	LIN. FT.	\$7.51	\$2,478.30
SP	REMOVE AND REINSTALL SIGN	2	EACH	\$200.00	\$400.00
				TOTAL =	\$135,838.39





CITY OF NORTH LITTLE ROCK 17-3504 SUMMARY
 Thursday, January 4, 2018 @ 10:00am

	3	2	1	2
NLRSTS 1 (2012) FAP No. SRS1-1402 (110) Job 061414	Harris Construction Management	Vic's Construction Inc.	Cinergi	Redstone Construction
Present at Bid Opening	#. 158,608 ¹⁷⁰ 128,264 ⁶⁵	128,264 ⁶⁵	Yes	Yes
5% Bid Bond	✓	✓	✓	✓
Total Project Bid Price \$	158,608 ⁷⁰	128,264 ⁶⁵	93,658 ⁰⁰	208,209 ⁰⁵
			Low Bid	
Additional Information				
Additional Information				



Opened by: Amy Smith
 Summary by: Crystal Willis



CITY OF NORTH LITTLE ROCK 17-3504 SUMMARY
 Thursday, January 4, 2018 @ 10:00am

NLRSTS 1 (2012) FAP No. SRS1-1402 (110) Job 061414	American Structure	JCI Construction	Township Builders	Burkhalter Technologies
Present at Bid Opening	Yes	Yes	Yes	Yes
5% Bid Bond	✓	✓	✓	✓
Total Project Bid Price \$	221,247 ⁰⁰	197,407 ⁵⁵	206,716 ²²	176,223 ³⁴
Additional Information				
Additional Information				

Opened by: Amy Smith
 Summary by: Crystal Willis



City of North Little Rock
 SRIS I (2012) FAP NO. SRSI-1402 (110)
 BID TABULATION
 ARDOT Job 061414 - CNLR Project 13-06

Tab. No.	UPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE			UNIT PRICE	AMOUNT	Cherugi			Vic's Construction Inc.			Harris Construction Management			Berkhalter Technologies		
					UNIT PRICE	AMOUNT	AMOUNT			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201	CLEARING AND GRUBBING TREES	EACH	5	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 500.00	\$ 2,500.00					
2	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	SQ. YD.	358	\$ 10.75	\$ 3,848.50	\$ 5.00	\$ 1,790.00	\$ 3.00	\$ 1,074.00	\$ 10.00	\$ 3,580.00	\$ 10.00	\$ 3,580.00	\$ 10.00	\$ 3,580.00					
3	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	LN. FT.	727	\$ 7.08	\$ 5,147.16	\$ 5.00	\$ 3,635.00	\$ 3.00	\$ 2,181.00	\$ 5.00	\$ 3,635.00	\$ 5.00	\$ 3,635.00	\$ 10.00	\$ 7,270.00					
4	202	REMOVAL AND DISPOSAL OF FENCE	LN. FT.	30	\$ 1.98	\$ 59.40	\$ 0.00	\$ 0.00	\$ 10.00	\$ 300.00	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00	\$ 15.00	\$ 450.00					
5	202	REMOVAL AND DISPOSAL OF MAILBOXES	SQ. YD.	3	\$ 28.83	\$ 86.49	\$ 0.00	\$ 0.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 100.00	\$ 300.00						
6	202	REMOVAL AND DISPOSAL OF WALKS	SQ. YD.	15	\$ 19.19	\$ 287.85	\$ 0.00	\$ 0.00	\$ 10.00	\$ 150.00	\$ 15.00	\$ 225.00	\$ 15.00	\$ 225.00	\$ 60.00	\$ 900.00					
7	210	UNCLASSIFIED EXCAVATION	CU. YD.	104	\$ 7.53	\$ 783.12	\$ 0.00	\$ 0.00	\$ 10.00	\$ 1,040.00	\$ 20.00	\$ 2,080.00	\$ 20.00	\$ 2,080.00	\$ 10.00	\$ 1,040.00					
8	210	COMPACTED EMBANKMENT	CU. YD.	215	\$ 8.51	\$ 1,829.65	\$ 0.00	\$ 0.00	\$ 25.00	\$ 5,375.00	\$ 20.00	\$ 4,300.00	\$ 20.00	\$ 4,300.00	\$ 12.20	\$ 2,623.00					
9	505	PORTLAND CEMENT CONCRETE DRIVEWAY	SQ. YD.	785.77	\$ 45.47	\$ 35,728.96	\$ 36.00	\$ 28,287.72	\$ 45.00	\$ 35,359.65	\$ 50.00	\$ 39,288.50	\$ 50.00	\$ 39,288.50	\$ 62.00	\$ 48,717.74					
10	601	MOBILIZATION	L.S.	1	\$ 3,057.00	\$ 3,057.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00						
11	603	MAINTENANCE OF TRAFFIC SIGNS	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00						
12	SS & 604	TRAFFIC DRUMS	SQ. FT.	336	\$ 9.18	\$ 3,084.48	\$ 5.00	\$ 1,680.00	\$ 10.00	\$ 3,360.00	\$ 10.00	\$ 3,360.00	\$ 10.00	\$ 3,360.00	\$ 25.00	\$ 8,400.00					
13	SS & 604	WATER	EACH	152	\$ 47.42	\$ 7,207.84	\$ 1.00	\$ 152.00	\$ 20.00	\$ 3,040.00	\$ 20.00	\$ 3,040.00	\$ 20.00	\$ 3,040.00	\$ 15.00	\$ 2,280.00					
14	620	M.G.	M.G.	18	\$ 6.00	\$ 108.00	\$ 0.00	\$ 0.00	\$ 10.00	\$ 176.00	\$ 2.00	\$ 36.00	\$ 2.00	\$ 36.00	\$ 1.00	\$ 17.60					
15	621	SILT FENCE	LN. FT.	1,112	\$ 3.06	\$ 3,402.72	\$ 0.00	\$ 0.00	\$ 3.00	\$ 3,336.00	\$ 5.00	\$ 5,568.00	\$ 5.00	\$ 5,568.00	\$ 4.00	\$ 4,448.00					
16	621	SEDIMENT REMOVAL AND DISPOSAL	CU. YD.	50	\$ 3.37	\$ 168.50	\$ 0.00	\$ 0.00	\$ 25.00	\$ 1,250.00	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 5.00	\$ 250.00					
17	624	SOLID SODDING	SQ. YD.	1,386	\$ 3.67	\$ 5,086.62	\$ 3.50	\$ 4,851.00	\$ 3.00	\$ 4,158.00	\$ 5.00	\$ 6,930.00	\$ 5.00	\$ 6,930.00	\$ 7.00	\$ 9,702.00					
18	633	HAND RAILING	LN. FT.	8	\$ 127.15	\$ 1,017.20	\$ 0.00	\$ 0.00	\$ 100.00	\$ 800.00	\$ 90.00	\$ 720.00	\$ 90.00	\$ 720.00	\$ 225.00	\$ 1,800.00					
19	634	CONCRETE WALKS	SQ. YD.	1,140	\$ 34.34	\$ 39,147.60	\$ 36.00	\$ 41,040.00	\$ 35.00	\$ 39,900.00	\$ 38.00	\$ 43,320.00	\$ 38.00	\$ 43,320.00	\$ 47.00	\$ 53,580.00					
20	634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (2'-0")	LN. FT.	727	\$ 15.66	\$ 11,384.82	\$ 0.00	\$ 0.00	\$ 20.00	\$ 14,540.00	\$ 20.00	\$ 14,540.00	\$ 20.00	\$ 14,540.00	\$ 15.00	\$ 10,905.00					
21	637	MAILBOXES	EACH	3	\$ 95.34	\$ 286.02	\$ 0.00	\$ 0.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00					
22	637	MAILBOX SUPPORTS (SIGNLE)	EACH	3	\$ 144.75	\$ 434.25	\$ 0.00	\$ 0.00	\$ 200.00	\$ 600.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 75.00	\$ 225.00					
23	641	WHEELCHAIR RAMPS (TYPE 3)	SQ. YD.	51	\$ 122.65	\$ 6,255.15	\$ 100.00	\$ 5,100.00	\$ 75.00	\$ 3,825.00	\$ 125.00	\$ 6,375.00	\$ 125.00	\$ 6,375.00	\$ 85.00	\$ 4,335.00					
24	719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LN. FT.	330	\$ 7.51	\$ 2,478.30	\$ 5.00	\$ 1,650.00	\$ 5.00	\$ 1,650.00	\$ 22.00	\$ 7,260.00	\$ 22.00	\$ 7,260.00	\$ 5.00	\$ 1,650.00					
25	SP	REMOVE AND REINSTALL SIGN	EACH	2	\$ 200.00	\$ 400.00	\$ 0.00	\$ 0.00	\$ 25.00	\$ 50.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00					
								\$ 93,685.73	\$ 128,264.65	\$ 158,646.70	\$ 178,473.34										
TOTALS								\$ 135,787.23	\$ 182,264.65	\$ 238,264.65	\$ 278,473.34										

Low Bid



City of North Little Rock
 SKTS 1 (2012)FAP NO. SRS1-1402 (110)
 BID TABULATION
 A+DOT Job 061414 - CNLR Project 13-06

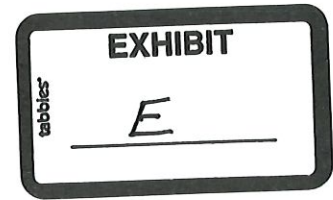
LPS ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		JCI Construction		Township Builders		Redstone Construction		American Structure	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201 CLEARING AND GRUBBING TREES	EACH	5	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00	\$ 375.00	\$ 1,875.00	\$ 220.00	\$ 1,100.00
2	202 REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	SQ. YD.	358	\$ 10.75	\$ 3,848.50	\$ 18.00	\$ 6,444.00	\$ 34.00	\$ 12,172.00	\$ 9.70	\$ 3,472.60	\$ 21.00	\$ 7,518.00
3	202 REMOVAL AND DISPOSAL OF CURB AND GUTTER	LN. FT.	727	\$ 7.08	\$ 5,147.16	\$ 4.00	\$ 2,908.00	\$ 15.00	\$ 10,905.00	\$ 6.00	\$ 4,362.00	\$ 8.75	\$ 6,361.25
4	202 REMOVAL AND DISPOSAL OF FENCE	LN. FT.	30	\$ 1.98	\$ 59.40	\$ 10.00	\$ 300.00	\$ 11.00	\$ 330.00	\$ 10.00	\$ 300.00	\$ 5.00	\$ 150.00
5	202 REMOVAL AND DISPOSAL OF MAILBOXES	SQ. YD.	3	\$ 28.83	\$ 86.49	\$ 50.00	\$ 150.00	\$ 60.00	\$ 180.00	\$ 70.00	\$ 210.00	\$ 10.00	\$ 30.00
6	202 REMOVAL AND DISPOSAL OF WALKS	SQ. YD.	15	\$ 19.19	\$ 287.85	\$ 18.00	\$ 270.00	\$ 30.00	\$ 450.00	\$ 21.75	\$ 326.25	\$ 21.00	\$ 315.00
7	210 UNCLASSIFIED EXCAVATION	CU. YD.	104	\$ 7.53	\$ 783.12	\$ 20.00	\$ 2,080.00	\$ 35.00	\$ 3,640.00	\$ 25.50	\$ 2,652.00	\$ 15.00	\$ 1,560.00
8	210 COMPACTED EMBANKMENT	CU. YD.	215	\$ 8.51	\$ 1,829.65	\$ 20.00	\$ 4,300.00	\$ 46.00	\$ 9,890.00	\$ 27.00	\$ 5,805.00	\$ 15.00	\$ 3,225.00
9	505 PORTLAND CEMENT CONCRETE DRIVEWAY	SQ. YD.	785.77	\$ 45.47	\$ 35,728.96	\$ 58.50	\$ 45,967.55	\$ 46.00	\$ 36,145.42	\$ 60.00	\$ 47,146.20	\$ 72.00	\$ 56,575.44
10	601 MOBILIZATION	L.S.	1	\$ 3,057.00	\$ 3,057.00	\$ 10,000.00	\$ 10,000.00	\$ 7,320.00	\$ 7,320.00	\$ 20,000.00	\$ 20,000.00	\$ 59,041.00	\$ 59,041.00
11	603 MAINTENANCE OF TRAFFIC SIGNS	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 1,500.00	\$ 1,500.00
12	SS & 604 TRAFFIC DRUMS	SQ. FT.	336	\$ 9.18	\$ 3,084.48	\$ 15.00	\$ 5,040.00	\$ 29.00	\$ 9,744.00	\$ 11.00	\$ 3,696.00	\$ 10.00	\$ 3,360.00
13	SS & 604 WATER	EACH	152	\$ 47.42	\$ 7,207.84	\$ 40.00	\$ 6,080.00	\$ 65.00	\$ 9,880.00	\$ 33.00	\$ 5,016.00	\$ 30.00	\$ 4,560.00
14	620 M.G.	M.G.	18	\$ 6.00	\$ 108.00	\$ 10.00	\$ 176.00	\$ 48.00	\$ 864.00	\$ 25.50	\$ 459.00	\$ 1.00	\$ 17.60
15	621 SILT FENCE	LN. FT.	1,112	\$ 3.06	\$ 3,402.72	\$ 3.50	\$ 3,892.00	\$ 4.00	\$ 4,448.00	\$ 5.50	\$ 6,116.00	\$ 3.50	\$ 3,892.00
16	621 SEDIMENT REMOVAL AND DISPOSAL	CU. YD.	50	\$ 3.37	\$ 168.50	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 21.00	\$ 1,050.00	\$ 25.00	\$ 1,250.00
17	624 SOLID SODDING	SQ. YD.	1,386	\$ 3.67	\$ 5,086.62	\$ 5.00	\$ 6,930.00	\$ 8.00	\$ 11,088.00	\$ 6.00	\$ 8,316.00	\$ 6.00	\$ 8,316.00
18	633 HAND RAILING	LN. FT.	8	\$ 127.15	\$ 1,017.20	\$ 200.00	\$ 1,600.00	\$ 115.00	\$ 920.00	\$ 82.50	\$ 660.00	\$ 100.00	\$ 800.00
19	634 CONCRETE WALKS	SQ. YD.	1,140	\$ 34.34	\$ 39,147.60	\$ 49.50	\$ 56,430.00	\$ 37.00	\$ 42,180.00	\$ 45.00	\$ 51,300.00	\$ 36.00	\$ 41,040.00
20	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (2'-0")	LN. FT.	727	\$ 15.66	\$ 11,384.82	\$ 20.00	\$ 14,540.00	\$ 22.00	\$ 15,994.00	\$ 24.00	\$ 17,448.00	\$ 16.00	\$ 11,632.00
21	637 MAILBOXES	EACH	3	\$ 95.34	\$ 286.02	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 55.00	\$ 165.00	\$ 50.00	\$ 150.00
22	637 MAILBOX SUPPORTS (SIGNLE)	EACH	3	\$ 144.75	\$ 434.25	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00	\$ 165.00	\$ 495.00	\$ 150.00	\$ 450.00
23	641 WHEELCHAIR RAMPS (TYPE 3)	SQ. YD.	51	\$ 122.65	\$ 6,255.15	\$ 150.00	\$ 7,650.00	\$ 155.00	\$ 7,905.00	\$ 360.00	\$ 18,360.00	\$ 54.00	\$ 2,754.00
24	719 THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LN. FT.	330	\$ 7.51	\$ 2,478.30	\$ 15.00	\$ 4,950.00	\$ 20.00	\$ 6,600.00	\$ 11.00	\$ 3,630.00	\$ 10.00	\$ 3,300.00
25	SP REMOVE AND REINSTALL SIGN	EACH	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 140.00	\$ 280.00	\$ 110.00	\$ 220.00	\$ 50.00	\$ 100.00
TOTALS					\$ 135,787.23		\$ 197,407.55		\$ 206,716.22		\$ 208,209.05		\$ 218,997.29

CERTIFIED BY:

David Cook 1-18-18

DAVID COOK, P.E.
 CITY OF NORTH LITTLE ROCK

CONTRACT
FOR



2013 SAFE ROUTES TO SCHOOL
BOONE PARK AND GLENVIEW ELEMENTARY SCHOOLS

THIS **CONTRACT** is made this ____ day of _____, 2017, by and between THE CITY OF NORTH LITTLE ROCK, herein called the "City," acting herein through its Mayor, Joe A. Smith, and _____, herein called "Contractor."

In consideration of the mutual covenants herein, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2013 Safe Routes to School Boone Park and Glenview Elementary Schools, City of North Little Rock, Arkansas, and as more fully set forth in the Contract Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

ARTICLE 2. CONTRACT DOCUMENTS

2.01 The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: _____ ;
- (c) The Contractor's Bid dated _____ all of which documents are incorporated herein;
- (d) The General Conditions, as modified;
- (e) Performance Bond;
- (f) Proof of Insurance Coverage;
- (g) Proof of Workers' Compensation Insurance;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- (h) Written Amendments;
- (i) Work Change Directives;
- (j) Change Order(s).

2.02 To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Engineer and notify the Owner that clarification has been requested. In the event that the Engineer fails to clarify such discrepancy

within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

- i. Modifications issued after execution of the Agreement;
- ii. This Agreement;
- iii. Addenda issued prior to the execution of the Agreement, with the Addenda bearing the latest date taking precedence;
- iv. The General Conditions of the Contract for Construction, as modified;
- v. The Drawings and Specifications; and
- vi. The Schedule of Contractor's Qualifications, Clarifications, and Assumptions.

2.03 The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the Standard General Conditions of the Construction Contract, as modified.

ARTICLE 3. CONTRACT PRICE

Contractor hereby agrees with the City to commence and complete the Work for the sum of _____ (\$_____) and any additional services in connection therewith, under the terms stated in the Standard General Conditions, as modified.

Further, in accordance with the Contract Documents, Contractor agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Bid Documents and General Conditions, as modified, and prices stated in these specifications, which include any maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, all of which are made a part hereof and collectively constitute the Contract.

The City agrees to pay the Contractor in current funds for the Project performed under the Contract, subject to additions and deductions, as provided in the Standard General Conditions, as modified.

ARTICLE 4 ENGINEER

3.01 The Project Engineer:

[ENGINEER]

Who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Chris Wilbourn, Engineer, City of North Little Rock, Arkansas, liason between Owner and Engineer.

ARTICLE 5 CONTRACT TIMES, DATES FOR SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

4.01 Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed of the City, incorporated by reference as set forth herein, and to fully complete the project on a mutually agreed upon schedule thereafter. Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Payments to Contractor

Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions of the Construction Contract, as modified. Applications for Payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract, as modified.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.01 In order to induce Owner to enter into this Agreement CONTRACTOR makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations, and ordinances that may affect cost, progress, and performance of the Work. All Work shall be completed in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

D. Contractor has carefully studied all: (1) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if applicable, which have been provided as described in paragraph 5.03 of the Standard General Conditions of the Construction Contract, as modified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions, if applicable, as provided in paragraph 5.06 of the Standard General Conditions of the Construction Contract, as modified.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor further represents and warrants that:

- a. Contractor has full power and authority to enter into this Contract and to carry out the Project contemplated by this Contract.
- b. The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Project under this Contract.
- c. The Contractor represents and warrants that Contractor's execution, delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree binding on Contractor; (ii) a breach under any contract by which Contractor is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- d. The Contractor represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Contractor further represents and warrants that Contractor and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.
- e. The Contractor represents and warrants that Contractor has, and shall maintain in effect for the duration of this Contract, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for Contractor to complete the Project. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

ARTICLE 8 CHANGE ORDERS

8.01 The Contractor and the Owner agree and acknowledge as a part of this Contract that no change order, as defined in Section 1.01.A.8 of the General Conditions of the Construction Contract, as modified, or other form or order or directive is authorized without written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made, and without the change order being signed by the Owner and the Contractor. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

ARTICLE 9 SUSPENSION OF WORK AND TERMINATION

9.01 Suspension of Work and Termination of this Contract will be in accordance with Article 16 of the Standard General Conditions of the Construction Contract, as modified.

9.02 Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

ARTICLE 10 INSURANCE AND BOND

10.01 Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount of \$1,000,000, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

10.02 Contractor shall provide a Performance/Surety Bond equaling the total amount of the bid, (pursuant to Act 351 of 1953 as amended by Act 539 of 1979).

10.03 Additionally, a 2 year maintenance bond shall be furnished by the Contractor to cover all construction and improvements in the public right of way. Contractors shall furnish a Maintenance Bond to the Department of Public Works covering any defects in materials and workmanship for the required improvements installed by that Contractor in the amount of 50 percent of the total cost of those improvements. The bond(s) shall be in full force and effect for not less than 2 year from the date of the letter from the Department of Public Works certifying that all improvements have been completed and approved, and further stating that any and all defects in materials and workmanship shall be corrected by the Contractor by the end of the bond

period. Work performed under the terms of the Maintenance Bond shall be approved by the Department of Public Works.

ARTICLE 11 INDEMNIFICATION

A. The Contractor shall indemnify and hold the City its officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against the City that the Project has caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Contractor, its agents or employees in connection with this Contract; or (iii) any defects in any equipment used by the Contractor; or (iv) any breach or default in the performance of the obligations of the Contractor hereunder including any breach of warranties. The Contractor's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of The City.

B. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

C. The foregoing indemnification by the Contractor is not a waiver of the City's tort of immunity.

ARTICLE 12 DISPUTE RESOLUTION; LEGAL FEES

12.01 Dispute resolution shall be in accordance with the process set forth in the Standard General Conditions of the Construction Contract, as modified. For any dispute not resolved by any mediation process pursuant to the Standard General Conditions of the Construction Contract, as modified, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 13 MISCELLANEOUS

13.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions of the Construction Contract, as modified.

13.02 Restrictions on Public Improvement Contracts

A. In accordance with the Bid Documents, all bid documents related to public improvements exceeding \$75,000 in value must include a statement that encourages participation of small, minority, and women's business enterprises.

B. Contractor, in accordance with Ark. Code Ann. §§ 18-44-503 and 22-9-401, must furnish a surety bond in an amount equal to the contract price.

C. In accordance with Ark. Code Ann. § 22-9-601, et seq., Contractor is subject to the

retainage provisions of which allows the City to retain five percent (5%) of payments until final project completion. Ark. Code Ann. § 22-9-601, et seq., does not prohibit the City from withholding retainage throughout the project.

The City may forego withholding retainage of the progress payment if:

- (a) The construction contract is fifty percent (50%) complete;
- (b) The contractor has provided the work in a satisfactory manner; and
- (c) The design professional and public agency agree with and approve of subdivisions (a)(1)(B)(i)(a) and (b).

D. Contractor acknowledges that a public right-of-way is an easement used for ingress and egress to property. These easements are held by the City for the benefit of the public at large. As part of any public improvement contract performed in or about public rights-of-way, the City requires and Contractor agrees that such rights-of-way will be repaired, to the extent possible, to the condition prior to the performance of work.

13.03 *Choice of Law; Venue*

The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

13.04 *Non-Waiver*

No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

13.05 *No Assignment*

The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

13.06 *Merger*

This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.

13.07 *Modification*

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

13.08 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.09 *No Presumption Against Drafter*

Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

13.10 *Counterpart Execution*

This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

13.11 *Filing*

This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

City of North Little Rock

By: _____
Joe A. Smith, Mayor

Contractor

By: _____

Print Name/Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:

C. Jason Carter
North Little Rock City Attorney

BY: _____
Deputy City Attorney

DRAFT FOR BID