

R-17- 89

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOW BID OF AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH REDSTONE CONSTRUCTION GROUP FOR THE 2017 ASPHALT OVERLAY PROGRAM; APPROPRIATING ADDITIONAL FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ark. Code Ann. § 14-54-601 contracts for street improvements must be authorized by City Council; and

WHEREAS, the City of North Little Rock (“the City”) advertised for bids under the 2017 Asphalt Overlay Program for overlay work (*see* specifications and maps attached hereto, collectively, as Exhibit “A”); and

WHEREAS, the low bidder for the project was Redstone Construction Group with a bid of \$516,679.55 (*see* Bid Summary No. 17-3459 attached hereto as Exhibit “B”).

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a contract for overlay work pursuant to the City’s 2017 Asphalt Overlay Program (said contract being substantially similar to Exhibit “C” attached hereto) with Redstone Construction Group in the amount \$516,679.55.

SECTION 2: That funds for the 2017 Asphalt Overlay Program are hereby appropriated as follows: \$500,000.00 included in the 2017 Budget for special projects (overlay), and an additional \$16,679.55 from the Street Carry Forward Funds.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:


Mayor Joe A. Smith *by AF*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney *by AA*

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>10:35</u> A.M.	_____ P.M.
By	<u>Longfield City Atty</u>	
DATE	<u>5/2/17</u>	
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas		
RECEIVED BY	<u>[Signature]</u>	



**Specifications
and Contract Documents**

2017 Asphalt Overlay Program

April 2017

Engineering Department
500 W. 13TH Street
North Little Rock, AR 72114

City of North Little Rock

Notice to Bidders 2017 Asphalt Overlay Program

Bids will be received by the City of North Little Rock, Arkansas in the office of the Department of Commerce and Government Affairs until the date given on the Bid Invitation for the following work:

The work involves the placement of approximately 2,100 tons of 1 ¾ inch PG 70-22 ACHM with full width milling for North Hills Blvd from McCain Blvd northbound to NLR City Limits, and 3,200 tons of 1 ¾ inch PG 64-22 ACHM with full width milling for Barbara Street from North Hills to beginning of concrete section on Lakeview Road, Pershing Blvd from Main to Pike, Springhill Drive from Smokey Lane to I-40 ROW, 8th Street from Main to Maple, Maple Street from 7th to 9th, and Lakeview Road from concrete road at end of Barbara Drive to slightly past easternmost middle school driveway.

The City reserves the right to reject any or all bids and to waive informalities in the bids, as well as alterations of any locations if mutually agreed.

The City also reserves the right to reduce the total amount of work to be done as required by budget restraints. Also, work added or remaining shall be at the same unit price as submitted in the proposal.

A 5% Bid Bond or Certified Check is required to be submitted with the bid.

The department of Commerce and Government Affairs is located in the City Services Building, 120 Main Street, North Little Rock, AR 72114. Phone Number 501-975-8882.

Plans and Specifications are available at no charge in the Office of Commerce and Government Affairs.

Bidders are advised the City intends for the Contractor to start work in May after the award of the project.

**TERMS AND STANDARD CONDITIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS**

PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Commerce Department.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Commerce Department.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are: 1. Submitted after the bid's opening time. 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881 www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119

General Conditions

Qualifications of Bidders

Bidder must be qualified to perform the required work under the Contract and may be required to submit evidence, if determined necessary by the Owner, of experience, work force, equipment and financial resources to properly execute the Contract. Bidder must be capable to perform milling as requested.

Construction Time

The Contractor shall agree to complete the work within 45 calendar days of the "Notice to Proceed" upon determination of the successful low bidder.

Contractor Liability

The Contractor shall be responsible for all damages to persons or property in the performance of his work. Proof of insurance satisfactory to the Owner, shall be furnished prior to award of the Contract.

Workers Compensation Insurance

Proof of insurance shall be required by the City prior to bid award and at any time thereafter throughout the contract period as deemed necessary by the City.

Liquidated Damages

Contractor agrees to complete the work within the construction time specified and to pay the Owner liquidated damages in the amount of \$50.00 per day for each consecutive day thereafter.

Inspection

The City Engineering Department shall inspect all work and approve materials incorporated into work. Failure to comply with the plans and specifications, substandard materials or construction shall be cause for rejection and/or replacement of the work at the Contractor's expense.

Superintendence by Contractor

The Contractor shall provide a competent construction superintendent or job foreman to act on behalf of the Contractor at all times during construction and to provide the name and phone number of a manager of the company that can be reached 24 hours a day for engineers.

Streets to Be Overlaid

The existing streets within the city of North Little Rock to be milled and overlaid are shown on the attached maps, and the potential of other streets to be overlaid shall be chosen at a later date by the City.

Payments

Partial payments for the work completed in place and approved by the Owner may be made to the Contractor upon receipt of invoice and approved by the Owner. A 10% retainage will be deducted from all partial payments. Upon final inspection and approval of all work by the contractor, the Owner will make the final payment on the Contract.

Bid Bond, Performance Bond, and Payment Bond

A 5% Bid Bond is required at the time of bidding.

A 100% Performance Bond and Payment Bond is required after award of Project.

Maintenance Bond

The Contractor shall guarantee the work against faulty materials and workmanship for a period of one year after completion. The Contractor shall furnish the Owner as obligated, a good and sufficient surety bond in the amount of fifty (50%) percent of the final contract sum upon substantial completion, guaranteeing the work against faulty materials and workmanship for one year after completion.

Preparation

The Contractor shall clean the street and remove all debris, vegetation, etc. prior to paving.

Milling

Full width milling by the Contractor is requested and will be paid at the rate listed in the bid proposal.

Milling of asphalt pavement will be measured by the square yard per inch of depth (measured to the nearest quarter inch) for work completed and accepted, and millings will become property of the Contractor. The quantity of square yards will be based on actual field measurements. Payment under this item shall be full compensation for all work as prescribed herein, for all labor, equipment, tools, and incidentals necessary to complete the work.

Clean Up

The Contractor shall be responsible for all clean up after paving.

Tack Coat

A light tack coat shall be applied to the clean existing pavement prior to overlay and shall be subsidiary to the cost of asphalt.

Notification of Residents

Contractor shall notify residents on street to be resurfaced a minimum of 24 hours in advance of the day for paving operations on the street.

Notification may be door-to-door, posting notice in visible locations at the residence or other suitable means.

Signs shall be installed on the street advising residents and local traffic of the day scheduled for paving.

It is important to provide adequate notification to residents in order to prevent parked vehicles in the street at the time of paving operations, to keep new asphalt off of vehicles, and to allow the residents to schedule their activities around the time of paving operations.

A copy of a typical door hanger is included herein for Contractor's information.

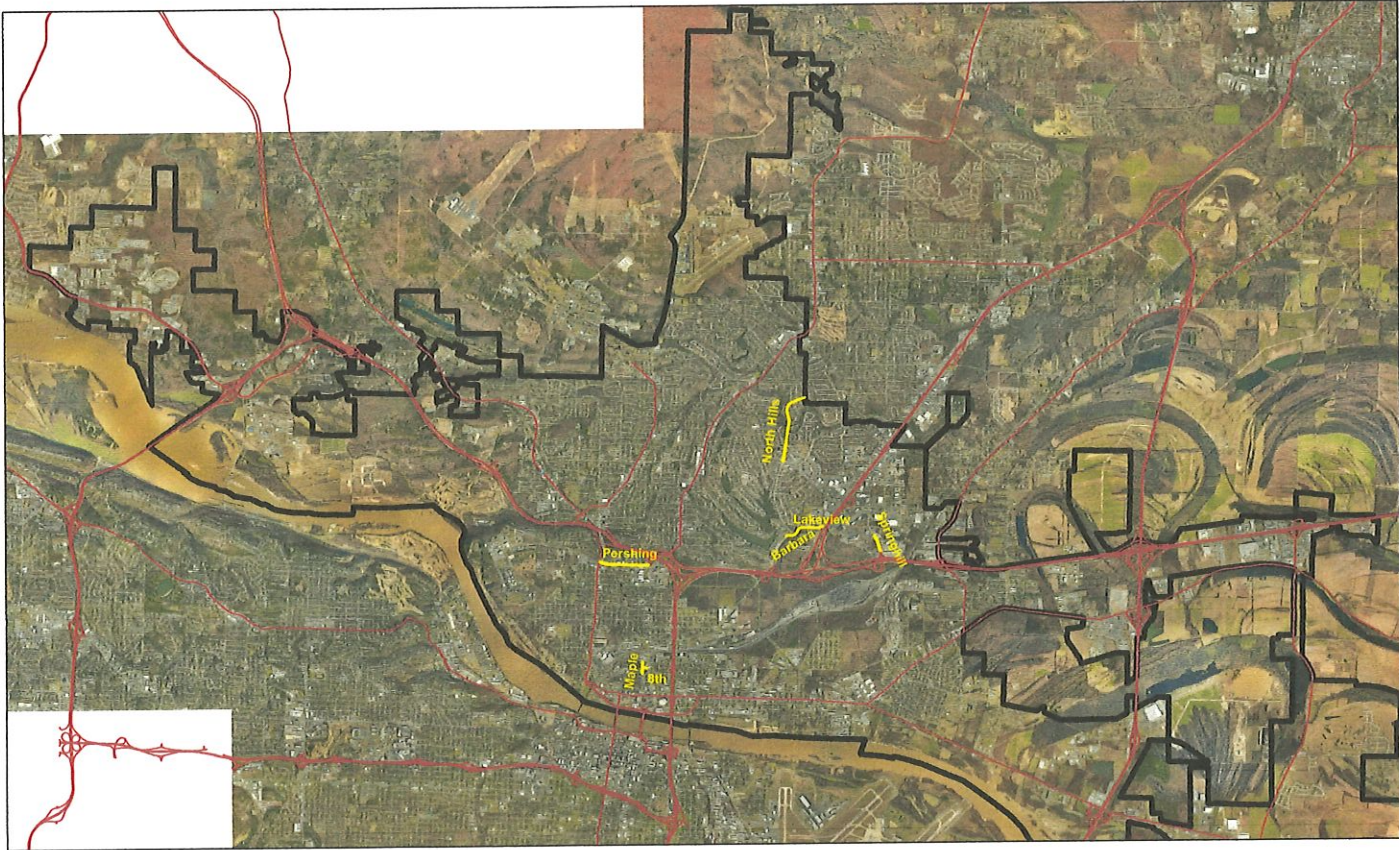
It is the Contractor's responsibility to prepare, print, and deliver these door hangers.

The cost to notify residents by the Contractor is subsidiary to the price paid to the Contractor for asphalt.

2017 Overlay Streets

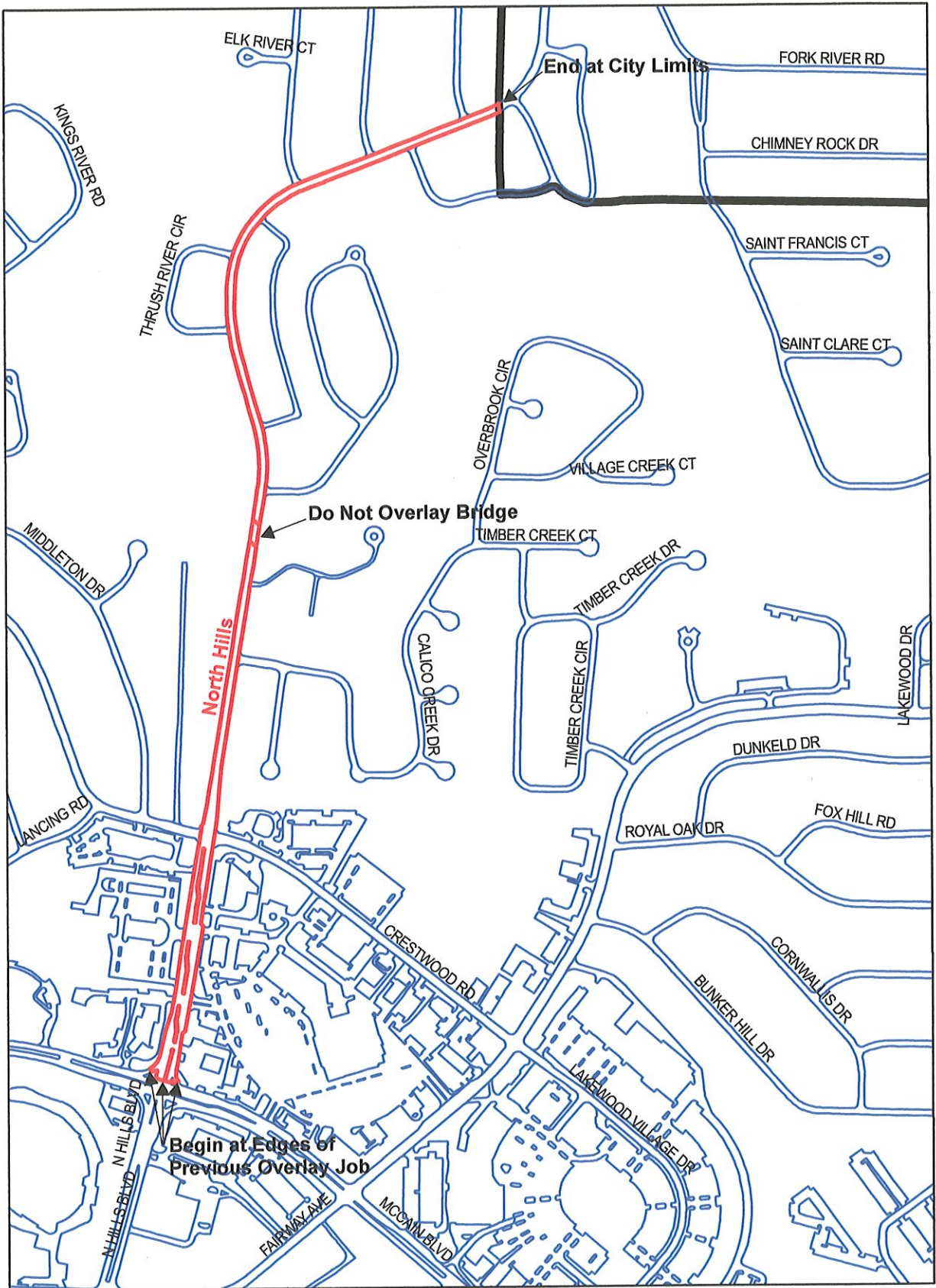
1. North Hills Blvd (McCain northbound to City Limits)
2. Barbara Drive (North Hills to concrete section of Lakeview)
3. Pershing Blvd (Main to Pike)
4. Springhill Drive (Smokey Lane to I-40 ROW)
5. 8th Street (Main to Maple)
6. Maple Street (7th to 9th)
7. Lakeview Road (Concrete Road Near Barbara to Slightly Past Easternmost School Driveway)

2017 Overlay Potential Streets



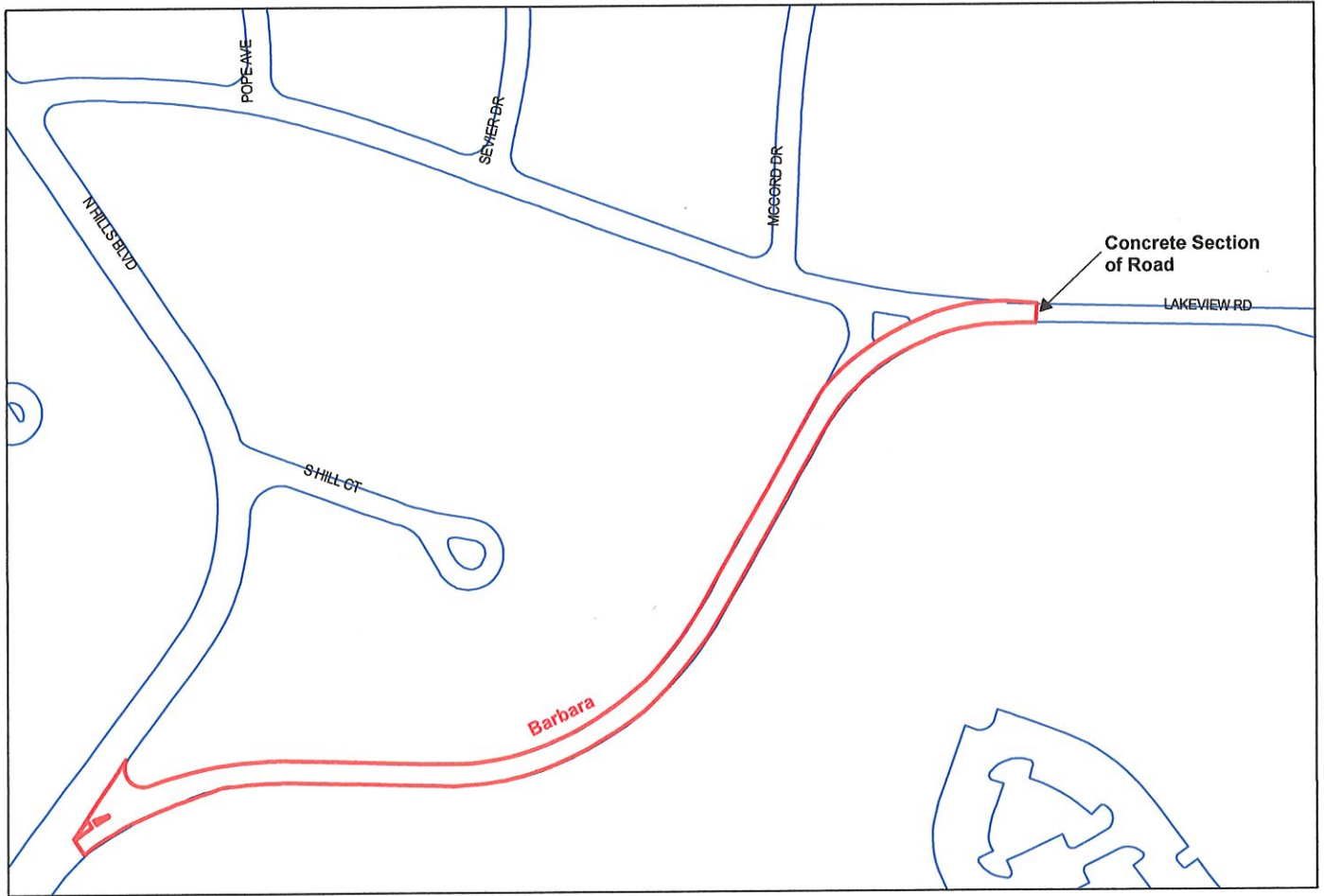
1 inch = 6,000 feet

North Hills Blvd (McCain to NLR City Limits)



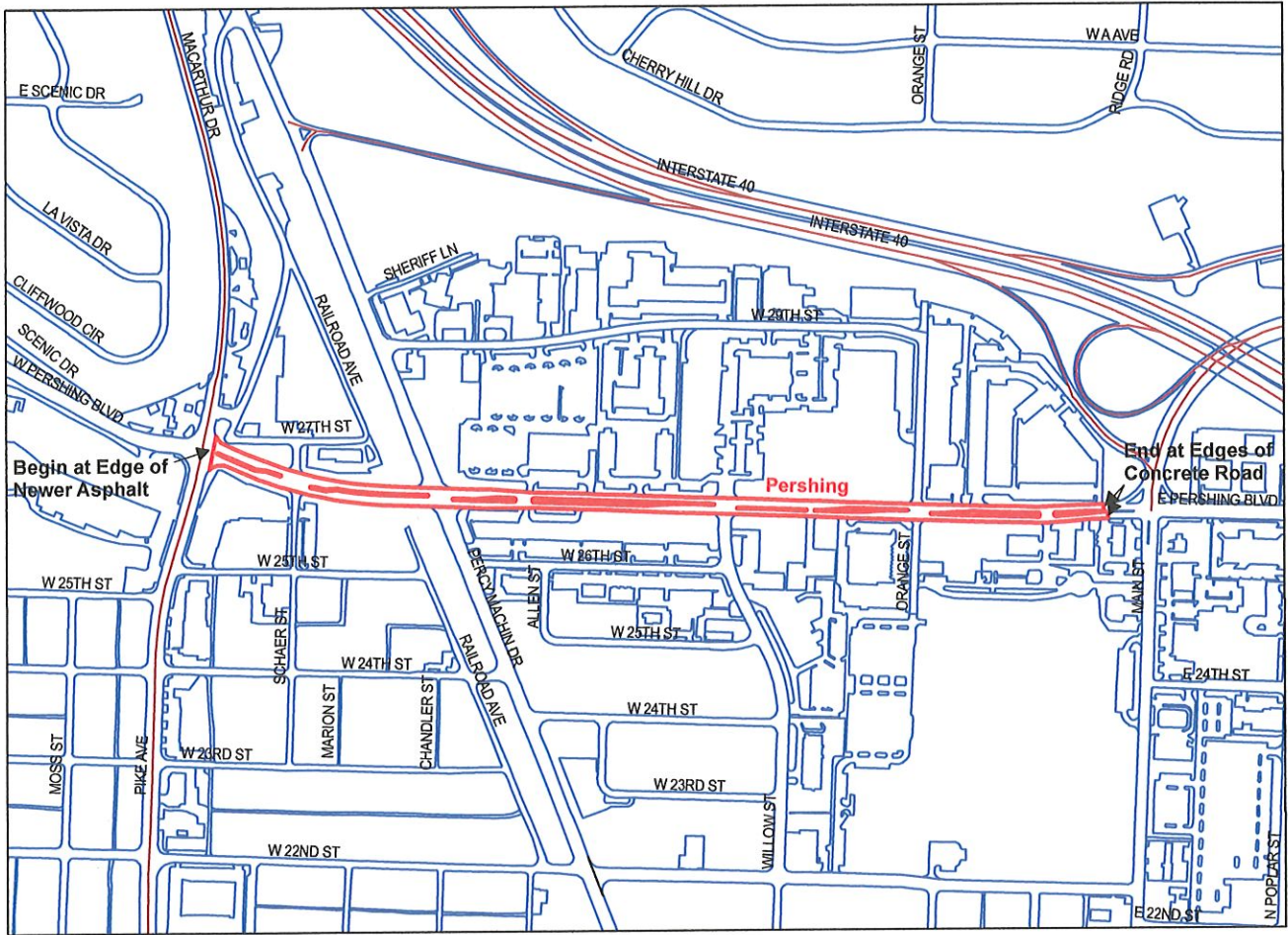
1 inch = 600 feet

Barbara Drive (North Hills to Concrete Section on Lakeview)



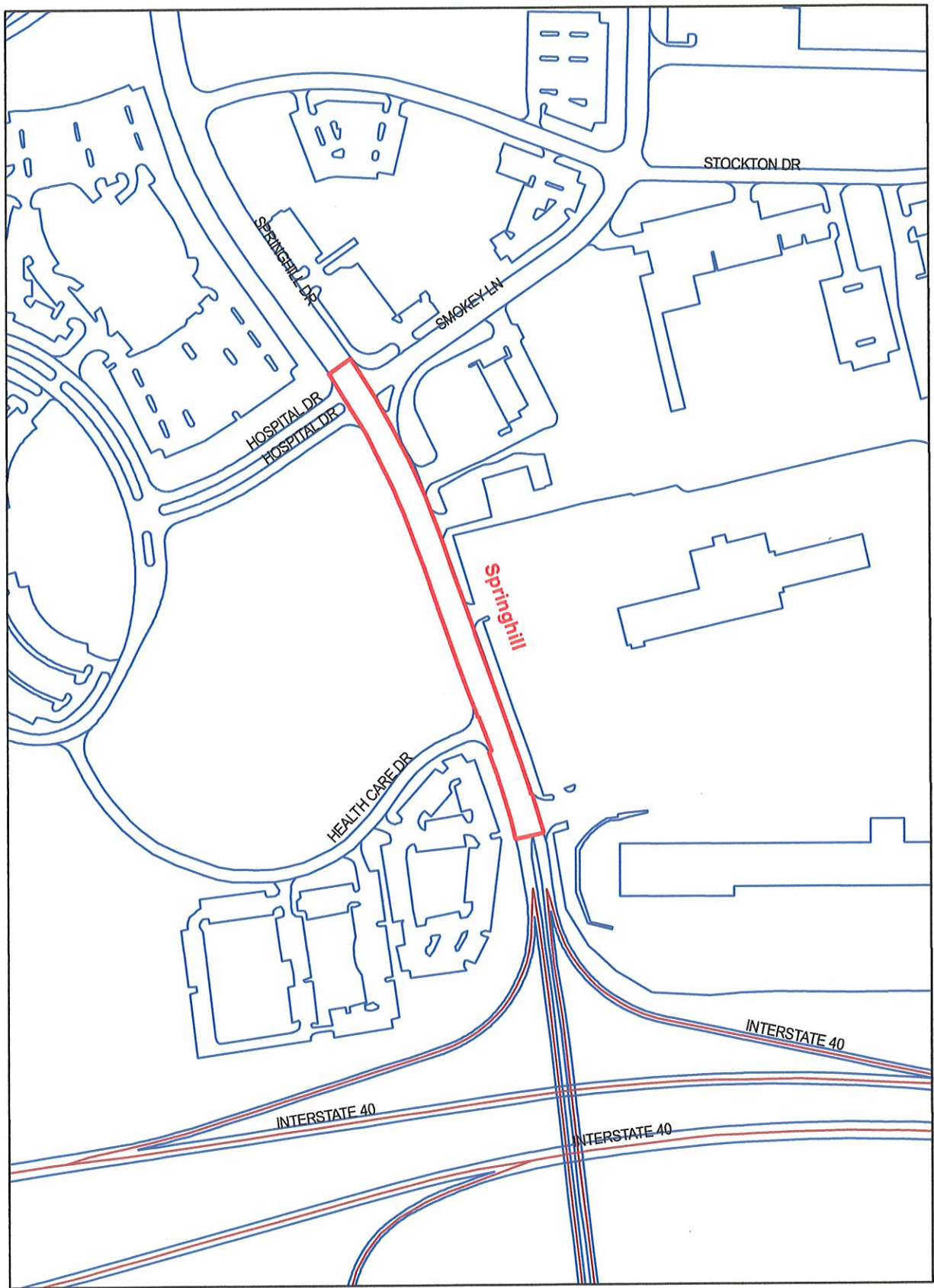
1 inch = 150 feet

Pershing Blvd (Main to Pike)



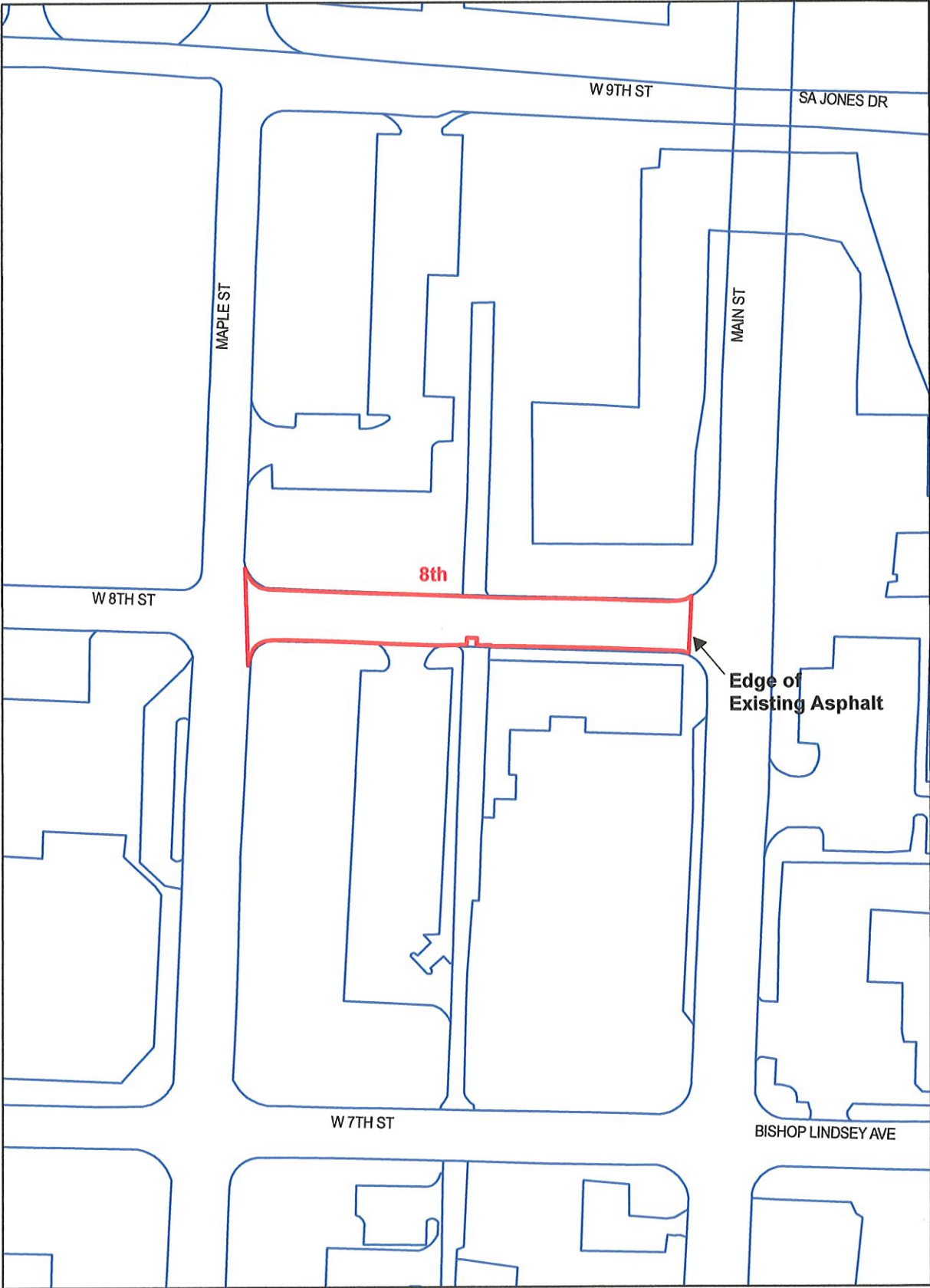
1 inch = 500 feet

Springhill Drive (Smokey Lane to I-40 ROW)



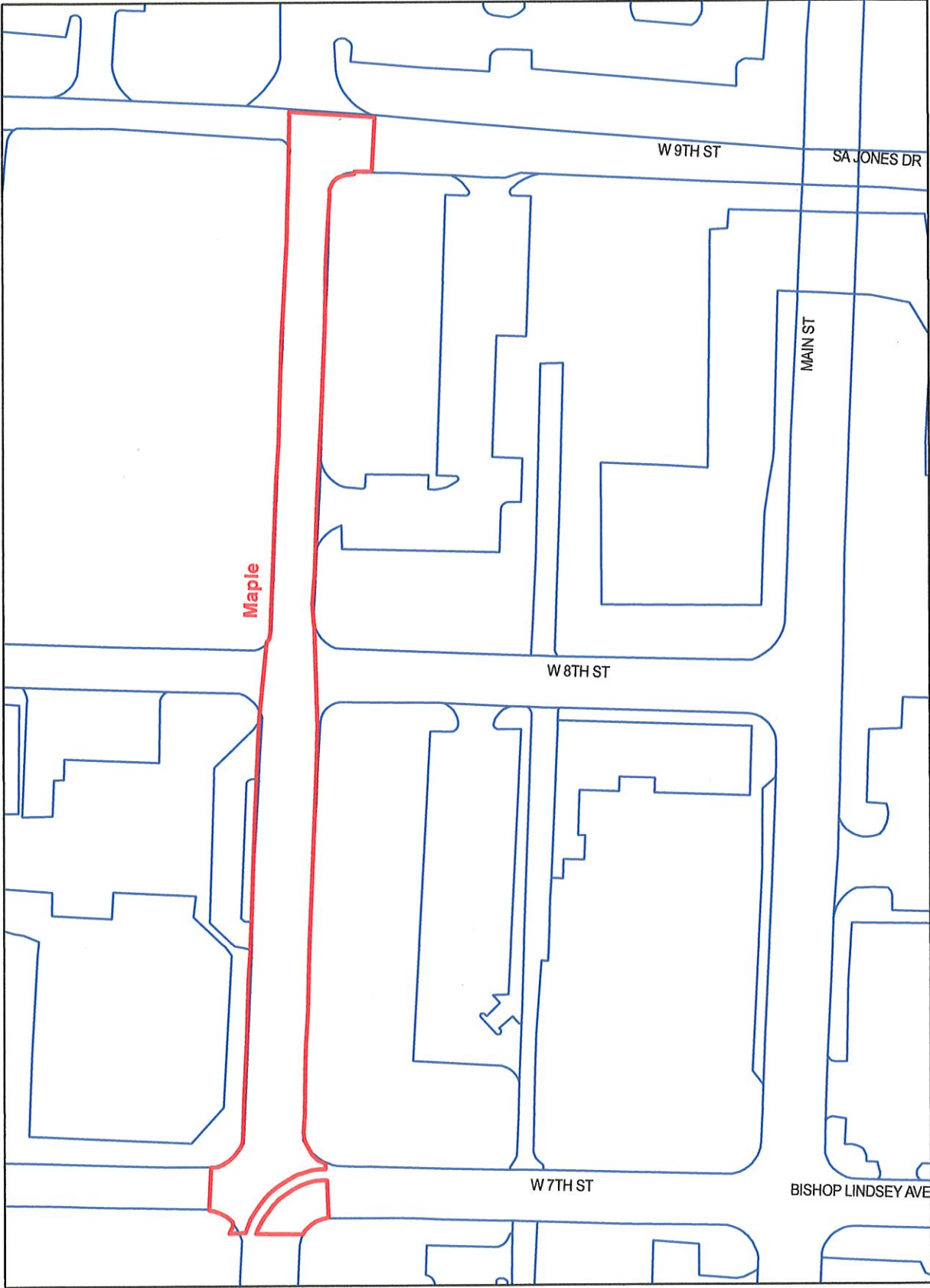
1 inch = 300 feet

8th Street (Main to Maple)



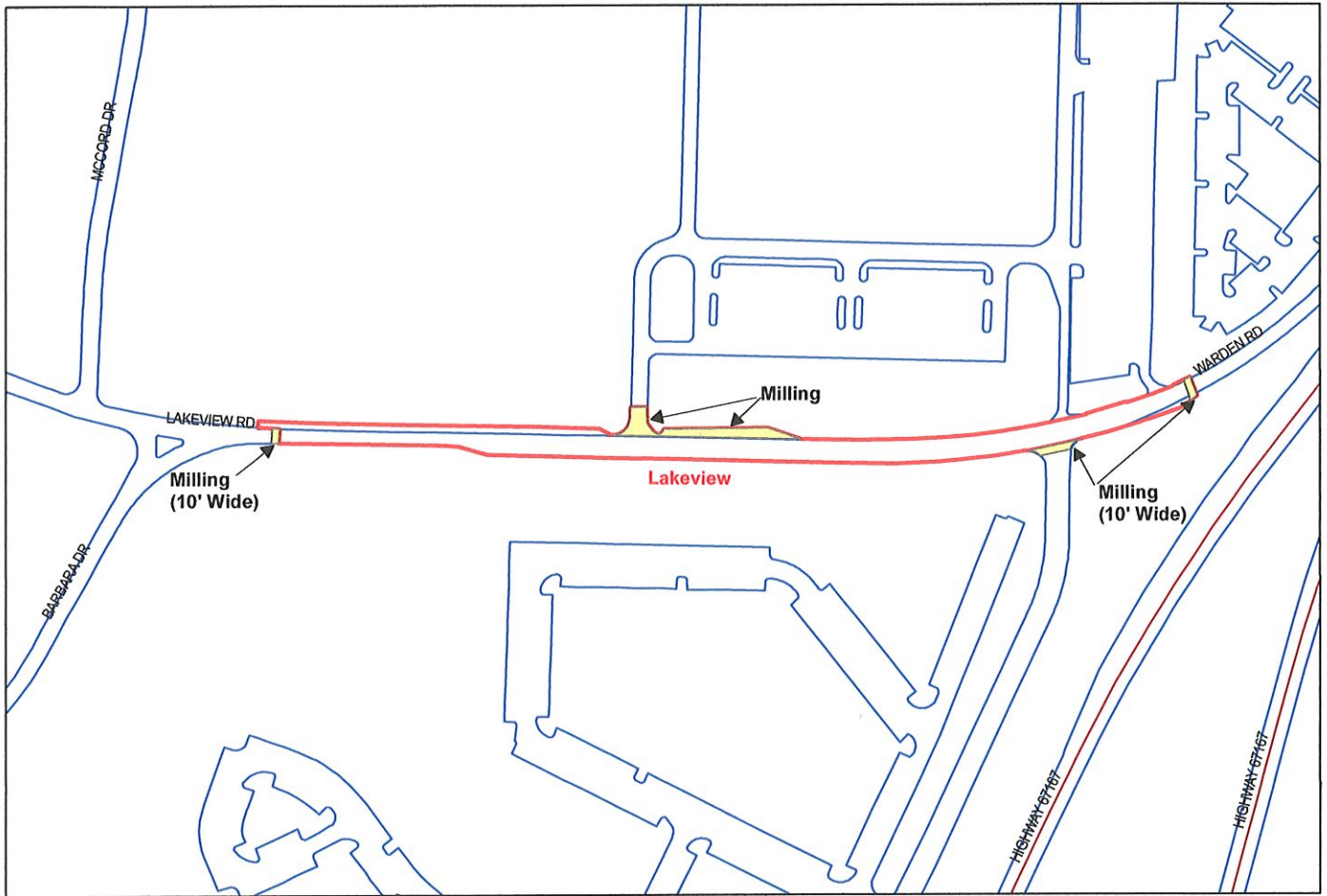
1 inch = 100 feet

Maple Street (7th to 9th)



1 inch = 100 feet

Lakeview Road (Concrete Road Near Barbara to Slightly Past Easternmost School Driveway)



1 inch = 200 feet



CITY OF NORTH LITTLE ROCK 17-3459 SUMMARY
 Tuesday, April 18, 2017 @ 10:00a.m.

2017 Asphalt Overlay Program	Redstone Construction	Cranford Construction	
Present at Bid Opening	Yes	Yes	
Acknowledge Addendum (if applicable)			
5% Bid Bond	✓	✓	
Total Project Bid Price \$	516,679.55	504,926.78	
Additional Information			

EXHIBIT
 "B"

Opened by: Amy Smith
 Summary by: Crystal Willis



CONTRACT

2017 ASPHALT OVERLAY PROGRAM CITY OF NORTH LITTLE ROCK, ARKANSAS

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 REDSTONE CONSTRUCTION GROUP, herein called "Contractor."

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

1. Scope of Work

The Contractor shall provide the services to the City as set forth in the Bid Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

2. Contract Documents

The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: April 2, 2017;
- (c) The Contractor's Bid dated April 18, 2017, all of which documents are incorporated herein.

3. Compensation

Contractor hereby agrees with the City to commence and complete the Project for the sum of Five Hundred Sixteen Thousand Six Hundred Seventy-Nine Dollars and 55/100 (\$516,679.55) and all extra work in connection therewith, under the terms as stated in the Bid Documents and the Engineering General Conditions and Technical Specifications, as fully set forth in Exhibit "A".

Further, 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, Engineering General Conditions and Technical Specifications and prices stated in these specifications, which include any maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof as prepared by the City

Engineering Department, herein entitled the "Engineer," 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 General Conditions of the Contract.

4. Appropriation of Funds

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 resolution and budget and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

5. Commencement of Work

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, except for specified causes that are beyond the Contractor's control (e.g., weather, strikes, natural disasters), to fully complete the project within 45 calendar days thereafter. Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided, not to exceed 10% of the Compensation.

6. Warranties and Representations

a. The Contractor represents and warrants that 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.

f. The Contractor warrants and represents that it will pay the minimum prevailing wage rate as published by the Arkansas Department of Labor.

7. Changes.

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. 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.

No change to this Contract shall be valid unless duly approved and issued in writing by the City of North Little Rock Department of Commerce. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of North Little Rock Department of Commerce.

8. Disadvantaged Business Enterprises (DBE) Participation.

Because the bid documents relate to public improvements exceeding \$75,000 in value Contractor is encouraged to give consideration to the participation of small, minority, and women's business enterprises.

9. Termination

This Contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

10. Insurance

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 [Amount], and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure, or public improvement (pursuant to Arkansas Code Annotated § 22-9-203). Additionally, a Maintenance Bond shall be provided for a period of two (2) years.

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 immunity.

12. Choice of Law

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. 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.

14. 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.

15. Dispute Resolution; Legal Fees

In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Contract or the acts or omissions of the parties with respect to this Contract (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may

be mutually agreed upon by the parties in writing), any other available legal means to settle the Dispute may be chosen. Each party agrees that a violation or threatened violation of this Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

16. 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.

17. 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.

18. 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.

19. 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 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: 
Nader Abou-Dirab, President
Name/Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:

C. Jason Carter
North Little Rock City Attorney

BY: 
Deputy City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER BancorpSouth Insurance Services, Inc.- LR PO Box 251510 Little Rock AR 72225-	CONTACT NAME: Brenda Bennett	FAX (A/C No): 501-614-1468	
	PHONE (A/C, No, Ext): 501-614-1582	E-MAIL ADDRESS: brenda.bennett@bxsi.com	
INSURED REDSCON-01 Redstone Construction Group, Inc. 505 W. Dixon Road Little Rock AR 72206	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO National Insurance Company		20109
	INSURER B: BITCO General Insurance Corporation		20095
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2135518463 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR/INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y		CLP3628788	10/31/2016	10/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y		CAP3645099	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y		CUP2810027	10/31/2016	10/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A	WC3645100	10/31/2016	10/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Floater				CLP3628788	10/31/2016	10/31/2017	Deductible 1,000 Limit \$506,021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If applicable, additional insured and/or waiver of subrogation status is provided when required by contract by using blanket forms. Copies of forms will be provided upon request.

CERTIFICATE HOLDER For information only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BID BOND

CONTRACTOR:

(Name, legal status and address)

**RedStone Construction Group, Inc.
505 W. Dixon Road
Little Rock, AR 72206**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001**

OWNER:

(Name, legal status and address)

**City of North Little Rock
P.O. Box 5757, North Little Rock, AR 72119**

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

2017 Asphalt Overlay Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **April, 2017**

RedStone Construction Group, Inc.

(Principal)

(Seal)


(Witness)

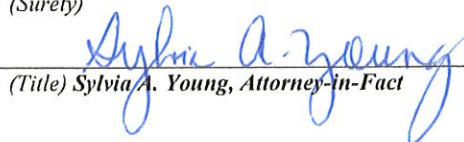

(Title) President

Westfield Insurance Company

(Surety)

(Seal)


(Witness)


(Title) Sylvia A. Young, Attorney-in-Fact

General
Power
of Attorney

POWER NO. 0320102 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MICHAEL D. HALTER, KEVIN M. BRUICK, CHARLES M. ALLEN, SYLVIA A. YOUNG, CAROLYN D. HUNTER, SHERESE D. ESCOVEDO, MICHAEL H. WEATHERFORD, BRIAN A. BOYD, JOSEPH M. LENSING, MIKI J. ROGERS, JOINTLY OR SEVERALLY

of LITTLE ROCK and State of AR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of NOVEMBER A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 10th day of NOVEMBER A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of April A.D., 2017.



Frank A. Carrino
Frank A. Carrino, Secretary