

- 2) Bridge width and elements listed in Attachment B for the 6th and 9th Street overpasses that are beyond what the Department would typically provide at Department expense.
- 3) Costs associated with providing a smooth bottom effect to bridge superstructures.
- 4) Pedestrian scaled lighting on the frontage roads in areas where lighting does not currently exist or in areas not included in the specifications for safety as developed by the Design-Builder.
- 5) The cost to upgrade lighting beyond the requirements included in the Technical Provisions.
- 6) Any other elements not currently contemplated and requested by the City.

The Department estimates that the cost of the elements to be funded by the City is Three Million, Eight Hundred Thousand Dollars (\$3,800,000.00) and the City will only be required to pay actual costs incurred.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED: April 2, 2019

ATTEST:

APPROVED:

Susan Langley, City Clerk

Frank Scott Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

//
//
//
//
//
//
//
//
//
//
//

Exhibit A

**AGREEMENT OF UNDERSTANDING BETWEEN
THE CITY OF LITTLE ROCK AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
RELATIVE TO**

Design and construction of Job CA0602, I-530 – Hwy. 67 (Widening & Reconstruction) (Interstate 30 & Interstate 40) (F) in the City of Little Rock, (hereinafter called the "Project").

WHEREAS, the Arkansas Department of Transportation (hereinafter called the "Department") has identified the need for safety, mobility, and modernization improvements to Interstate 30 from Interstate 530 to Interstate 40 and to Interstate 40 from Interstate 30 to Highway 67; and

WHEREAS, the City of Little Rock (hereinafter called the "City") has identified opportunity for Project elements that are considered important to the context of Little Rock as detailed in Attachment B; and

WHEREAS, the improvements necessary to implement these elements will be added to the Project in accordance with the process detailed in Attachments A and D; and

WHEREAS, payment for these improvements will be made in accordance with Attachment D; and

WHEREAS, the City has passed Resolution No. _____ agreeing to partner with the Department on the Project to include these improvements; and

WHEREAS, the Department is authorized by Arkansas Highway Commission Minute Order No. 2018-068 to enter into the necessary agreements with the City and to proceed with the inclusion of the improvements in the Project.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Support the Design Build Process in accordance with Attachment A.
2. Provide Project funding in accordance with Attachment D.
3. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the

United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

4. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Coordinate with the City in accordance with Attachment A.
2. Be responsible for design and associated environmental documentation, right of way acquisition, and utility relocation for the Project.
3. Be responsible for incorporating and implementing this Agreement and Attachments into the Design Build Agreement.
4. Request funds from the City in accordance with this Agreement.
5. Procure and award a Design-Build Agreement and perform owner verification testing and inspection for the Project.
6. Enter into a lease/development rights agreement with the City for use of right-of-way for purposes determined by the City in accordance with Department policy and Arkansas State Law.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2019.

ARKANSAS DEPARTMENT OF
TRANSPORTATION

CITY OF LITTLE ROCK

Scott E. Bennett, P.E. Director

Frank Scott, Jr., Mayor

Bruce T. Moore, City Manager

Thomas M. Carpenter, City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Attachment A Process

1. The Department shall facilitate the participation of the City as it relates to this Agreement in the project Optimization and Refinement process. The Department will provide the City sufficient time to review and provide comment on all changes to the Project that are related to this Agreement.
2. The Department understands that the City of Little Rock considers the portion of the project between the 9th Street and 6th Street overpasses to be a priority for the first phase of the 30 Crossing Project. The Department will include this portion of the project in the priority list for the Optimization and Refinement process and will include it in the scope of the first phase of the project if sufficient funding remains after higher priorities are funded.
3. The City will provide Approval of all changes to elements that are being funded by the City prior to those changes being incorporated into the Project.
4. The Department shall facilitate design review process by the City as it relates to this Agreement at review milestones established by the Design-Build Agreement.
5. The Department shall notify the City as soon as the Department becomes aware of any actual or anticipated material deviation from the design approach for an improvement pertaining to this Agreement or the Final Schematic and related criteria, the Environmental Decision Document or any other material design criteria provided to the Design-Builder
6. The Department will facilitate City inspection reviews during construction in accordance with this Agreement and the Manual.
7. The City shall ensure that their opportunities for review, comment, and approval, as it relates to this Agreement, do not cause the Department to exceed the time allotted in the Design-Build Agreement for review, comment, or approval.
8. The City and the Department shall mutually agree during construction to all modifications to City Streets outside of Department right of way that are deemed necessary for the proper function of the Project. Modifications that are agreed to upon execution of this Agreement are as follows:
 - a. 4th Street, between Cumberland Street and the southbound frontage road, will be two (2) lanes eastbound and one (1)-lane westbound.
 - b. Mahlon Martin Street will be widened and converted from a one (1)-way roadway to a two (2)-way roadway.
 - c. 2nd Street will be widened and improved between Cumberland Street and Mahlon Martin Street to provide two (2) lanes eastbound and two (2) lanes westbound.

Attachment B Master Plan and Design Manual

The City of Little Rock's 30 Crossing Master Plan (Master Plan) is included in Appendix 1 and is for reference only to provide context for the design and construction of improvements located within the City of Little Rock. In considering the Master Plan and the City requirements, the following conflicts should be understood:

- 1) Traffic modeling will dictate the minimum necessary capacity of the frontage roads.
- 2) The final striping configuration within the Department's right-of-way shall be consistent with the schematics shown in the Environmental Assessment.
- 3) City Streets will not be widened outside of existing Department right-of-way or in conflict with the Metro Streetcar in order to accommodate bike lanes and/or on street parking.

The following is a list of requirements from the Master Plan that the City of Little Rock has identified as necessary for the Project.

- Maximum corner radius of fifteen (15) feet for Downtown Little Rock as described in the Master Plan, Sheet 35.
- Lane widths of eleven (11) feet on frontage roads as described in the Master Plan, Sheet 35.
- Street trees and pedestrian scaled lighting placed next to frontage road as described in the Master Plan, Sheets 35 and 39, or as directed by the City including on the 6th and 9th Street Bridges. Tree spacing shall be approximately every thirty (30) linear-feet starting from an intersection with the first tree being placed thirty (30) linear-feet from the edge of the intersecting right-of-ways for the streets to not have any sight distance issues. The City shall be provided a final tree planting plan by the Department before trees are planted to maximize shade and aesthetic effect.
- Tree species to be distributed approximately at 70% Chinese Pistache and 30% Chinese Elm throughout the designated areas. Similar performing species may be utilized if both parties agree. A two (2)-inch minimum tree caliper is required. The City will provide space and support for tree farm planting for the Department to enable trees of at least two (2)-inch caliper. The required number of trees to be planted at Department expense shall not exceed 100.
- Frontage road should be designed to operate at no more than thirty-five (35) MPH.
- Striping of City streets upon opening to follow diagram in the Master Plan, Sheet 37.
- Downtown Little Rock Lane standards to follow exhibits and descriptions as shown in the

Master Plan, Sheets 38 and 39, except that number of lanes shall be in accordance with project Technical Provisions.

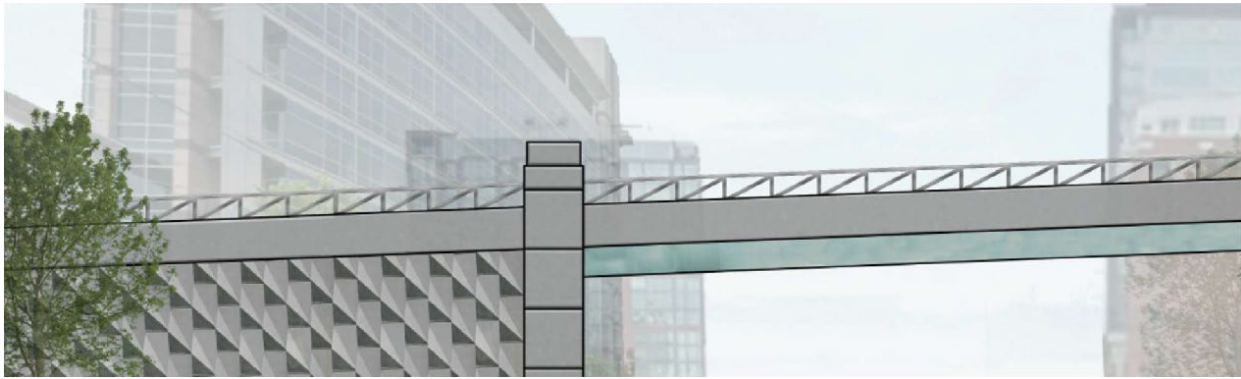
- The 6th and 9th Street Bridges shall include sufficient width outside of the vehicular traveled way to accommodate on both sides of the bridge a five (5)-foot minimum width bike lane, a three (3)-foot buffer between the bike lane and vehicular traveled way, a nine (9)-foot pedestrian walkway that is constructed for the planting of street trees in urban-style tree wells with the trunks no more than three (3)-foot from the curb; lighting standards shall be placed either on the outside edge of the bridge deck, incorporated into the railing system or no more than two (2)-foot from the curb adjacent to the bike lane.
- The Bridge Design Criteria as shown in the Master Plan, Sheet 40 and described in more detail on Sheets 41 through 45 should utilize:
 - Separated Decks where feasible.
 - Between 2nd and 4th Street, box girders and/or other structural design resulting in a “smooth” deck underside shall be utilized for the main lanes and C-D lanes.
 - Lighting placement shall encourage people-space utilization under the river bridge during the day and at night, enhance the architectural features of the bent columns, and help avoid vandalism and effective maintenance.
 - Widest span feasible through the utilization of vertical retaining wall and bridge columns to maximize the effective cross section of the local street corridor as well as any overpass area both in the east west and north south directions.
 - Bike/Ped transit access consistent with NATCO design standards as well as the City’s Master Bike Plan and the Rock Region Metro Transit Plans.
 - Incorporate vertical/visual protective elements that maximize the perception that both sides of downtown adjacent to the highway is connected.
 - Landscaping along the frontage roadways shall incorporate vertical retaining walls and/or terraced walls rather than slopes (where feasible), minimize plant/turf maintenance and the attraction of trash.
 - Rough grade the downtown park area per grading plan provided by the City.
 - Install stamped concrete pedestrian crossing as shown in the Master Plan, Sheet 48, at locations shown on sheet S7.

Attachment C
Aesthetic Requirements

Retaining Wall aesthetic treatment shall be prism-faced as shown in the picture below.



6th and 9th Street Bridges Hand Raid



Attachment D
Payment Plan

The Department shall be responsible for all costs incurred as a result of the improvements made by the Design-Builder in accordance with the provisions contained in the Design-Build Agreement (DBA). Specific to this Agreement, the Department commits to include the following elements in the Project and shall be responsible for all costs incurred as a result of these elements:

- 1) Planting of trees according to the requirements of Attachment B.
- 2) Additional bridge width on the 6th and 9th Street Overpasses to accommodate six (6)-sidewalks and four (4)-foot bike lanes in both directions in accordance with the standards typically incorporated into Department projects at Department expense.
- 3) Hand railing and aesthetic treatments applied to retaining walls as shown in Attachment C.
- 4) Replacement of existing lighting impacted by the project in accordance with the specifications provided in the project Technical Provisions.
- 5) Installation of the stamped concrete pedestrian crossings at the locations specified in the Master Plan.
- 6) Rough grading of the area between 3rd Street and President Clinton Avenue in accordance with a grading plan to be provided by the City.
- 7) Installation of conduit as needed for lighting along pedestrian and vehicular traveled ways.

The City shall be responsible for all of the following costs necessary to implement the requirements of this Agreement:

- 1) Planting of trees in excess of the maximum number to be provided by the Department as designated in Attachment B.
- 2) Bridge width and elements listed in Attachment B for the 6th and 9th Street Overpasses that are beyond what the Department would typically provide at Department expense.
- 3) Costs associated with providing a smooth bottom effect to bridge superstructures.
- 4) Pedestrian scaled lighting on the frontage roads in areas where lighting does not currently exist or in areas not included in the specifications for safety as developed by the Design- Builder.
- 5) The cost to upgrade lighting beyond the requirements included in the Technical Provisions.
- 6) Any other elements not currently contemplated and requested by the City.

The Department will provide a cost break-down to the City for all elements that are to be incorporated into

the Project at City expense prior to those elements being approved for incorporation into the Project. The Department will instruct the Design-Builder to include all elements approved by the City into the Project once full payment has been received for these elements or a payment plan has been agreed to by the Department.

The Department estimates that the cost of the elements to be funded by the City is Three Million, Eight Hundred Thousand Dollars (\$3,800,000.00). The City will only be required to pay actual costs incurred. If costs are expected to exceed the estimate provided above, the City will be immediately notified and provided opportunity to either approve the increase in cost or reduce the scope of elements to be included in the Project in order to keep costs below the estimate provided above.