

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
Mary Beth Bowman, Director  
Amy Smith, Assistant Director for Procurement  
Crystal Willis, Admin. Secretary/Asst. Purchasing Agent



P.O. BOX 5757  
NORTH LITTLE ROCK, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number: \_\_\_\_\_ 17-3459 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Sunday, April 2, 2017

Date & Time Bid Opening: \_\_\_\_\_ Tuesday, April 18, 2017 at 10:00 a.m.

### 2017 ASPHALT OVERLAY PROGRAM

Total Project Bid Price: \$ \_\_\_\_\_

A FIVE PERCENT (5%) BID BOND OR CERTIFIED CHECK IS REQUIRED TO BE SUBMITTED WITH THE BID.

Plans and specifications may be examined at:

- Commerce Department, 120 Main, North Little Rock, Arkansas
- [www.northlittlerock.ar.gov](http://www.northlittlerock.ar.gov)

Please direct questions and/or comments to Michael Klamm at 501-371-8345.

Note: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

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#### EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this RFQ/RFP/BID including conditions set forth and pertinent information requests.

Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

UNSIGNED COVER SHEETS WILL BE REJECTED.





**Specifications  
and Contract Documents**

**2017 Asphalt Overlay Program**

April 2017

Engineering Department  
500 W. 13<sup>TH</sup> 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, 8<sup>th</sup> Street from Main to Maple, and Maple Street from 7<sup>th</sup> to 9<sup>th</sup>.

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](http://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.

(Copy of Door Hanger)

## NOTICE

Your street will be closed on  
\_\_\_\_\_ from  
(Date)  
\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. for  
overlaying with asphalt. Cars not  
removed from the street during these  
hours will be towed away

**At Owner's Expense.**

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The City of North Little Rock  
Engineering Department  
500 W. 13TH  
Hours: 7:30 a.m. to 4:00 P.M.  
501-371-8339

# Bid Proposal

## 2017 Asphalt Overlay Program

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_

Hereinafter called Bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or individual doing business as \_\_\_\_\_.

(Insert corporation, partnership or individual as applicable)

To: The City of North Little Rock  
(Hereinafter called the Owner)

Gentlemen:

Bidders shall be in compliance with this invitation for bids for the design and construction of the 2017 Asphalt Overlay Program. Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the Bidder hereby proposes to furnish all labor, materials, equipment, and supplies, and to construct the project in accordance with the contract documents within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required.

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 30 Calendar Days thereafter as stipulated in the specifications. The Bidder further agrees to pay as liquidated damages, the sum of \$50.00 for each consecutive Calendar Day the project is in default. The Bidder submits the Unit Prices and Total Bid Amount as follows:

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1 ¾" ACHM Surface Course (PG 70-22)	<u>2,118</u>	Ton	\$ _____	\$ _____
1 ¾" ACHM Surface Course (PG 64-22)	<u>3,200</u>	Ton	\$ _____	\$ _____
1 ¾" Milling	<u>55,253</u>	Sq. Yd. /1 ¾ In	\$ _____	\$ _____

**Total Bid Amount:** \$ \_\_\_\_\_

A bid price for milling by the Contractor is requested. (See the Bid Proposal)

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the building.

The Owner reserves the right to award any portion or this entire Contract based upon available funding. The quantities shown for each bid item are the total quantities for the entire project. If a portion of this project must be cut due to funding availability, the quantities for each bid item will be reduced and bids reevaluated with the original price submitted by the Bidder.

The Bidder agrees that bids shall be good and may not be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of this bid, the Bidder shall execute the formal Contract attached within ten (10) days and deliver a Surety Bond or Bonds as required in the "General Conditions".

The 5% Bid Bond attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

**\*Seal – If Bid is by a corporation**

## CONTRACT FOR 2017 ASPHALT OVERLAY PROGRAM

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:

### 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: \_\_\_\_\_;
- (c) The Contractor's Bid dated \_\_\_\_\_, 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 \_\_\_\_\_ Dollars and \_\_\_\_/100 (\$\_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the Bid Documents and 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 and conditions 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 ordinance 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 to fully complete the project within **45** calendar days thereafter. Contractor further agrees to pay, as liquidated damages, the sum of **\$50.00** for each consecutive calendar day thereafter as hereinafter provided.

#### 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 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.

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 of 1953 as amended by Act 539 of 1979). 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.

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

**City of North Little Rock**

**Contractor**

By: \_\_\_\_\_  
Joe A. Smith, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

*Contract reviewed and approved by:*

C. Jason Carter  
North Little Rock City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

## **Technical Specifications**

### **Description of Work**

The work consists of milling and constructing an asphalt concrete hot-mix surface overlay in place, on existing residential streets, tack coat, maintenance of traffic and miscellaneous items. Work includes all labor, materials equipment, supplies, and incidental items necessary to complete the project in conformance with the plans and specifications and related contract documents.

### **Location of Work**

The work is located on North Hills Blvd from McCain Blvd northbound to NLR City Limits, 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, 8<sup>th</sup> Street from Main to Maple, and Maple Street from 7<sup>th</sup> to 9<sup>th</sup> as shown on the attached maps.

## **Construction Hours**

The Contractor's typical paving operations shall be from 8:30 a.m. to 4:00 p.m., Monday through Friday to allow residents to leave for work and school in the mornings and return home in the afternoon with the least inconvenience.

Night and weekend paving operations may be permitted as coordinated with and approved by the City Engineer. No paving operations are permitted on standard holidays.

## **Technical Specifications**

### **Reference to Arkansas State Highway and Transportation Department Specifications**

#### **Description and Use**

Applicable sections of the Arkansas State Highway and Transportation Department Standard Specifications entitled Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department, Edition of 2014, are referred to herein by the proper section or paragraph and will be identified by the term “Standard Specifications”.

Those portions of the “Standard Specifications” referred to herein shall be considered as part of these Contract Documents as though printed herein.

The “Standard Specifications” may be obtained from Arkansas State Highway and Transportation Department, Little Rock, Arkansas.

## Asphalt Concrete Hot Mix Surface Course

### Description

This section covers construction of the Asphalt Concrete Hot Mix Surface Course in accordance with these specifications and contract documents, or as directed by the Engineer.

### Standards

Materials, equipment, and construction methods for Asphalt Concrete Hot Mix Surface Course shall be in accordance with SECTIONS 407, 409, AND 410 of the Standard Specifications 2014 Edition, except as modified or augmented herein. The aggregate size shall be 12.5 mm and the asphalt binder shall be PG 70-22 for North Hills Blvd and PG 64-22 for all other streets.

### Construction Methods

The Design and Quality Control of Asphalt Mixtures shall be in accordance with SECTION 404 of the Standard Specifications, except as modified herein.

Standard Specification Modifications and Augmentations:

1. SECTION 404.01(b) Design Requirements: The number of design gyrations (NMAX) shall be 115.
2. SECTION 410.09(a) General: Samples for all properties except density, thickness, and the investigation of segregation shall be obtained from trucks at the plant. The testing agency shall clearly mark the load ticket of each sampled truck to indicate that the load has been sampled.
3. SECTION 410.09(b)(2) Pavement Smoothness: The Contractor shall provide the straight-edge.
4. TABLE 410-1: Table 410-1 is amended to add thickness tolerances as shown at the end of this section. When lots and subplot divisions for initial and final courses do not coincide, the Contractor may be required to take additional samples (full-depth) at his expense at locations agreed upon by the Engineer to potentially avoid penalties or rejection of his work.
5. SECTION 410.09(d) Adjustments: (5) For thickness of each course layer, the contract price shall be reduced by 10% if the thickness is outside the Compliance Limits but within the Price Reduction Limits. For overall thickness, the contract price shall be reduced by an additional 10% if the thickness is outside the Compliance Limits but within the Price Reduction Limits.

For thickness of each course layer and/or total pavement thickness in excess of the amount specified and beyond the Compliance Limits, the payment shall be reduced by the amount of excess quantity of material placed, as determined by the Engineer. The intent of this section is to prevent the Owner from paying for excess and unauthorized quantities of material placed. However, if the elevations, cross slopes, or other characteristics are unacceptable to the Owner

based on the requirements in the Contract Documents, the Contractor may be required to remove and replace pavement as determined by the Engineer.

### Method of Measurement

Asphalt Concrete Hot Mix Surface Course will be measured by the ton (2,000 pounds) of each mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage. Load tickets shall be provided as directed by the Engineer. Measurements shall include only the actual amounts placed within the lines shown on the Plans, or as directed by the Engineer.

Asphalt Milling will be measured by the square yard at 1 ¾ inch depth for the full width of all streets to be overlaid.

### Basis of Payment

Asphalt Concrete Hot Mix Surface Course acceptably completed, and measured as provided above, will be paid for at the contract unit bid prices per ton for “1 ¾ “ ACHM Surface Course (PG 70-22)” and “1 ¾ “ ACHM Surface Course (PG 64-22)” which prices shall be full compensation for furnishing, placing and compacting all materials; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Asphalt Milling acceptably completed, and measured as provided above, will be paid for at the contract unit bid price per square yard per 1 ¾ inch depth for “1 ¾ “ Milling” which prices shall be full compensation for furnishing, placing and compacting all materials; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

- a. 1 ¾ ” ACHM Surface Course (PG 70-22)
- b. 1 ¾ ” ACHM Surface Course (PG 64-22)
- c. 1 ¾ “ Milling

### Addition to Table 410-1 in Standard Specifications

Property	Compliance Limits	Price Reduction Limits	Lot Rejection Limits	Sublot Rejection Limits
Surface	+/- 1/4 inch	1/4 inch to 3/8 inch deficient in thickness	more than 3/8 inch deficient in thickness	more than 3/8 inch deficient in thickness

## Tack Coat

### Description

This item shall consist of a single application of an asphalt material for Tack Coat applied to an approved existing asphalt or concrete surface in accordance with AHTD Standard Specifications Section 401.

**Materials:** Materials shall conform to AHTD Standard Specifications Section 403 for Rapid Curing cut-back asphalt or an Emulsified Asphalt.

**Equipment:** AHTD Standard Section 403

**Construction Requirements** AHTD Standard Specifications Section 401

**Basis of Payment** Tack Coat shall not be paid for as a separate item but shall be considered subsidiary to other items for payment, unless specified in the Bid Proposal Schedule as a Contract Bid Item.



## **Maintenance of Traffic**

### **Description**

This item shall include the erection of signs and barricades and the maintenance of traffic in accordance with details shown on plans, with these specifications, or as directed by the Engineer. Barricade and warning signs and contractor's plans shall conform to Manual on Uniform Traffic Control Devices (MUTCD).

Access through the construction area shall be provided to the residents abutting the construction site. Local through traffic may be detoured around the construction, subject to approval of the detour plan by the engineer.

### **Traffic Maintenance and Barricade Plan**

The Contractor shall prepare maintenance of traffic and barricade plan for approval. This plan shall be submitted to the Engineer and the North Little Rock Traffic Department. The Contractor shall provide the Fire Chief and the North Little Rock Police Chief with a copy of the approved detour plan for their information. The approved or revised copy shall be furnished to the City Engineer and Traffic Department. The Contractor shall notify the North Little Rock Emergency Services at least one (1) hour prior to a complete closure of a street in accordance with Executive Order 97-03771-1200-771-1800. The Barricade Plan and the implementation/maintenance of the barricade plan shall not be paid for separately, but shall be considered subsidiary to the contract amount.

### **Driveways**

Access to driveways shall be provided as approved by the City Engineer. It shall be the Contractor's responsibility to maintain reasonable access to private and commercial property at all times unless approved otherwise by the Engineer. During the construction for driveways or at any time the property owner cannot use their driveway, the Contractor shall notify the property owner in advance when the driveway will be closed and the approximate length of time it will be closed. The Contractor shall be responsible for damages to property caused by the construction and shall be resolved and/or paid for by the Contractor.

## **Flag Men**

If, in the opinion of the Engineer and Traffic Department, where traffic warrants, the Contractor shall be required to provide flag men to direct traffic and to maintain traffic control. The Contractor will be required to pay all costs for such control as may be required.

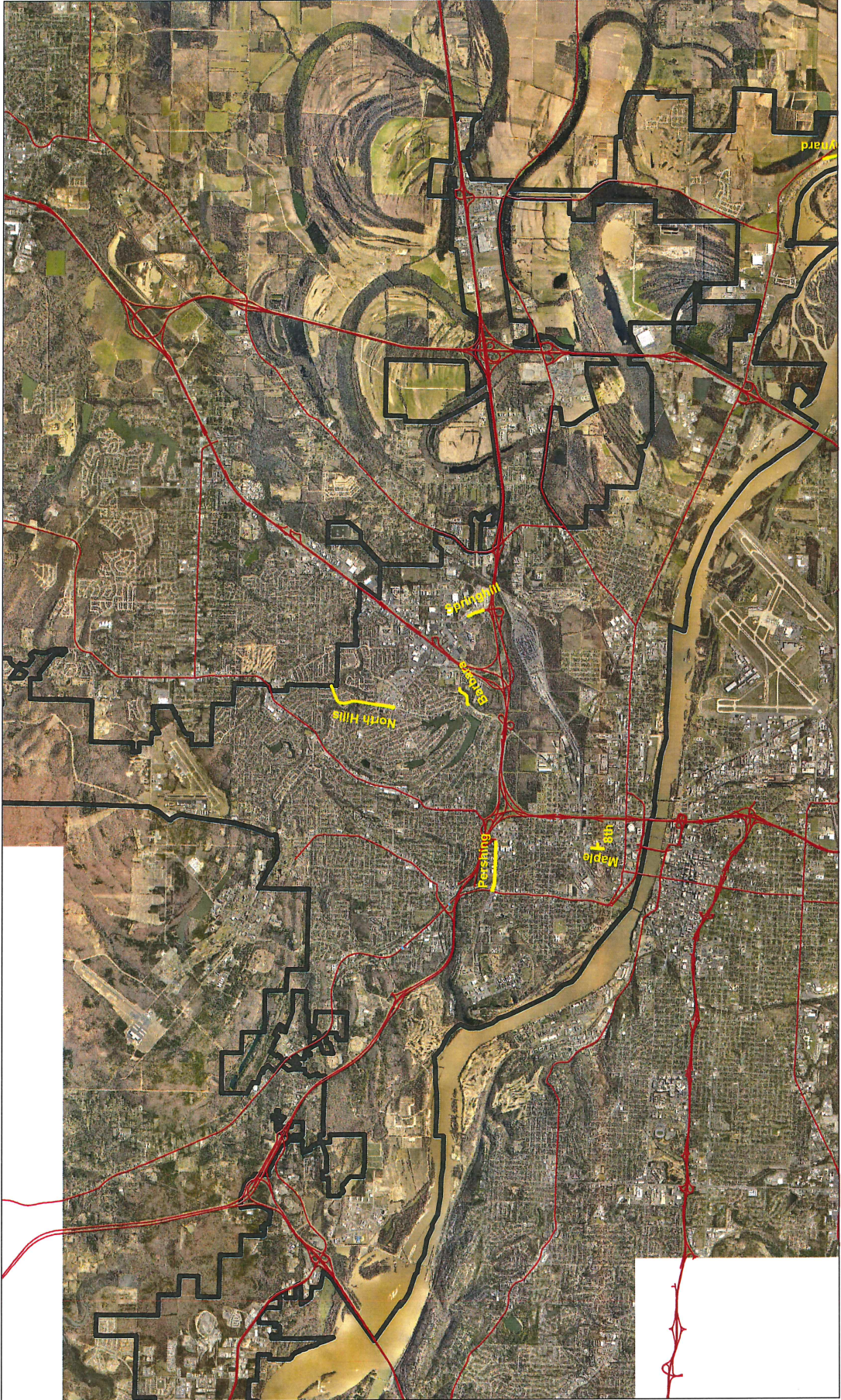
## **Method of Measurement and Basis of Payment**

Maintenance of traffic shall not be paid for as a separate item, but shall be considered subsidiary to other items for payment.

## 2017 Overlay Streets

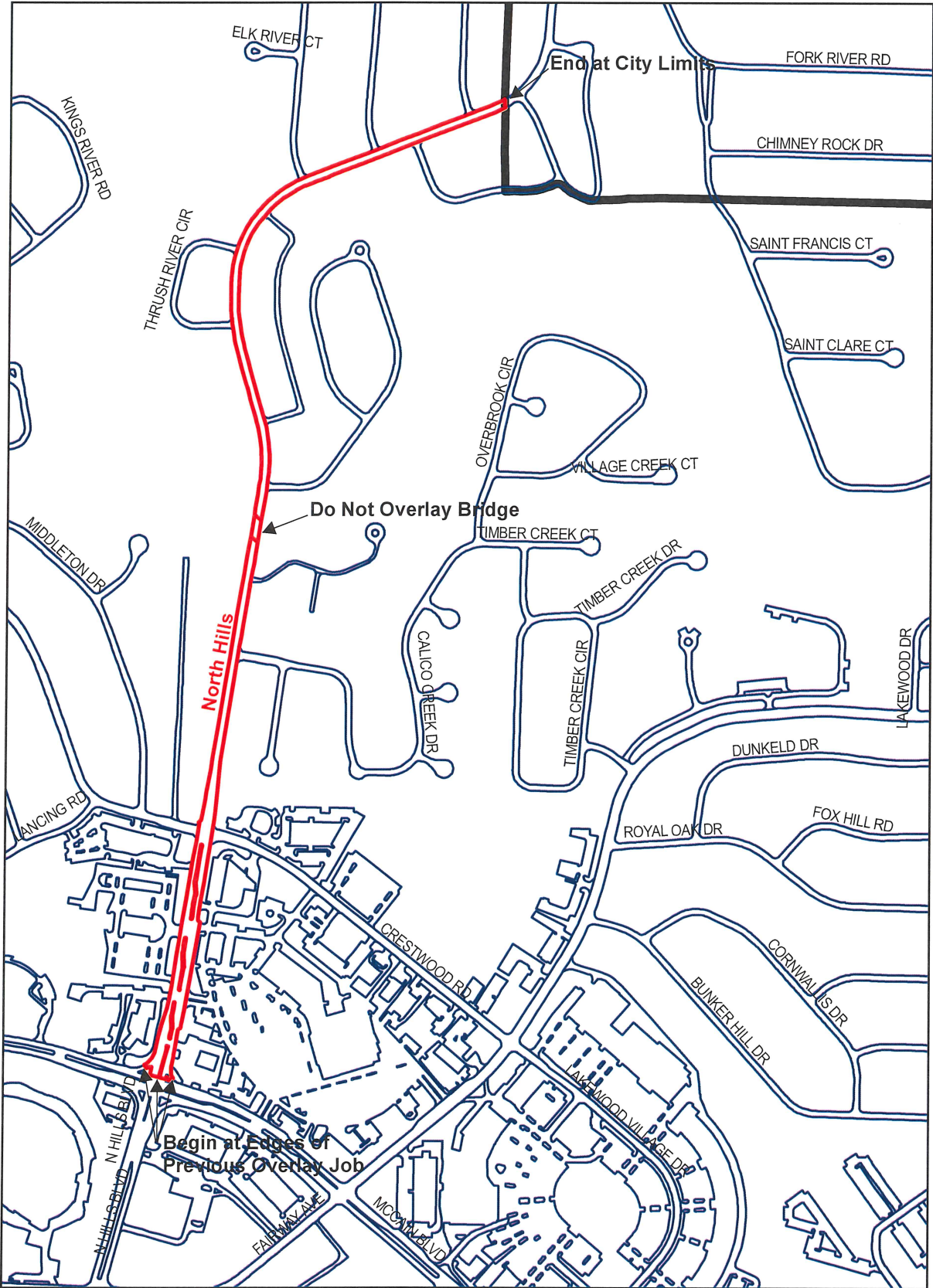
1. North Hills Blvd (McCain northbound to City Limits)
2. Barbara Drive (North Hills to concrete section of Lakeview)
3. Pershing Blvd (Main to Pike)
4. Springhill Drive (Smokey Lane to I-40 ROW)
5. 8th Street (Main to Maple)
6. Maple Street (7th to 9th)

2017 Overlay Potential Streets



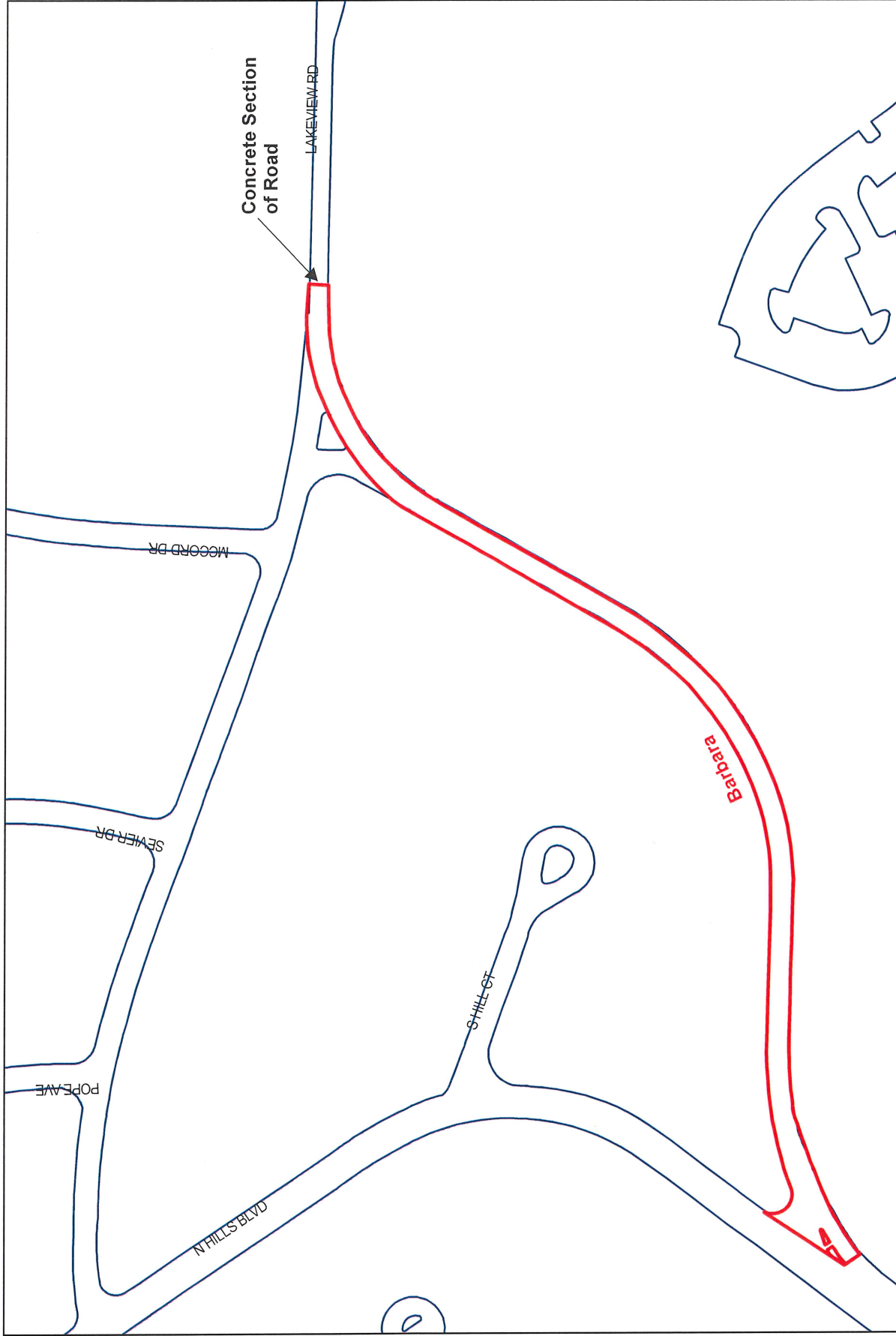
1 inch = 6,000 feet

# North Hills Blvd (McCain to NLR City Limits)



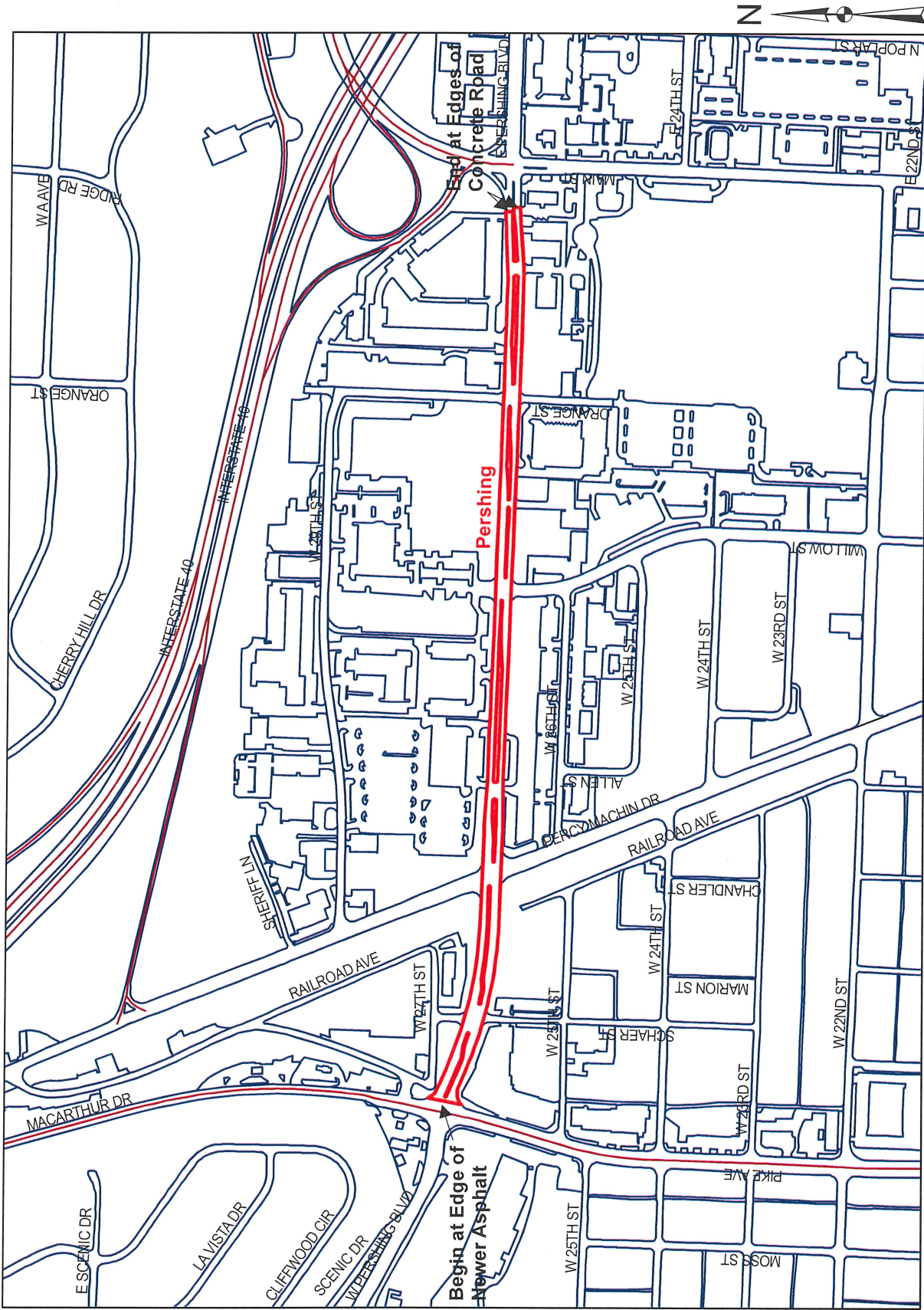
1 inch = 600 feet

# Barbara Drive (North Hills to Concrete Section on Lakeview)



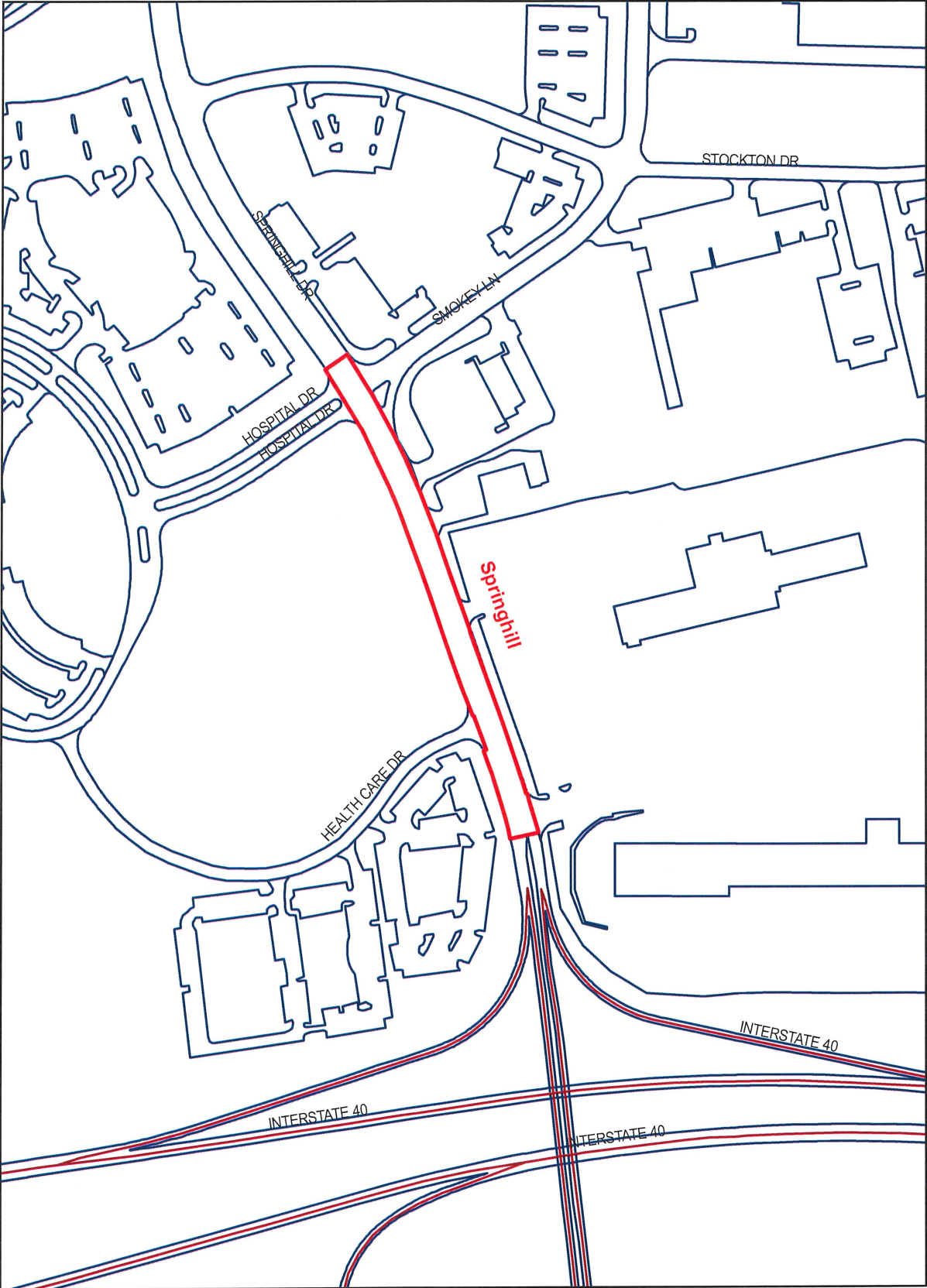
1 inch = 150 feet

# Pershing Blvd (Main to Pike)



1 inch = 500 feet

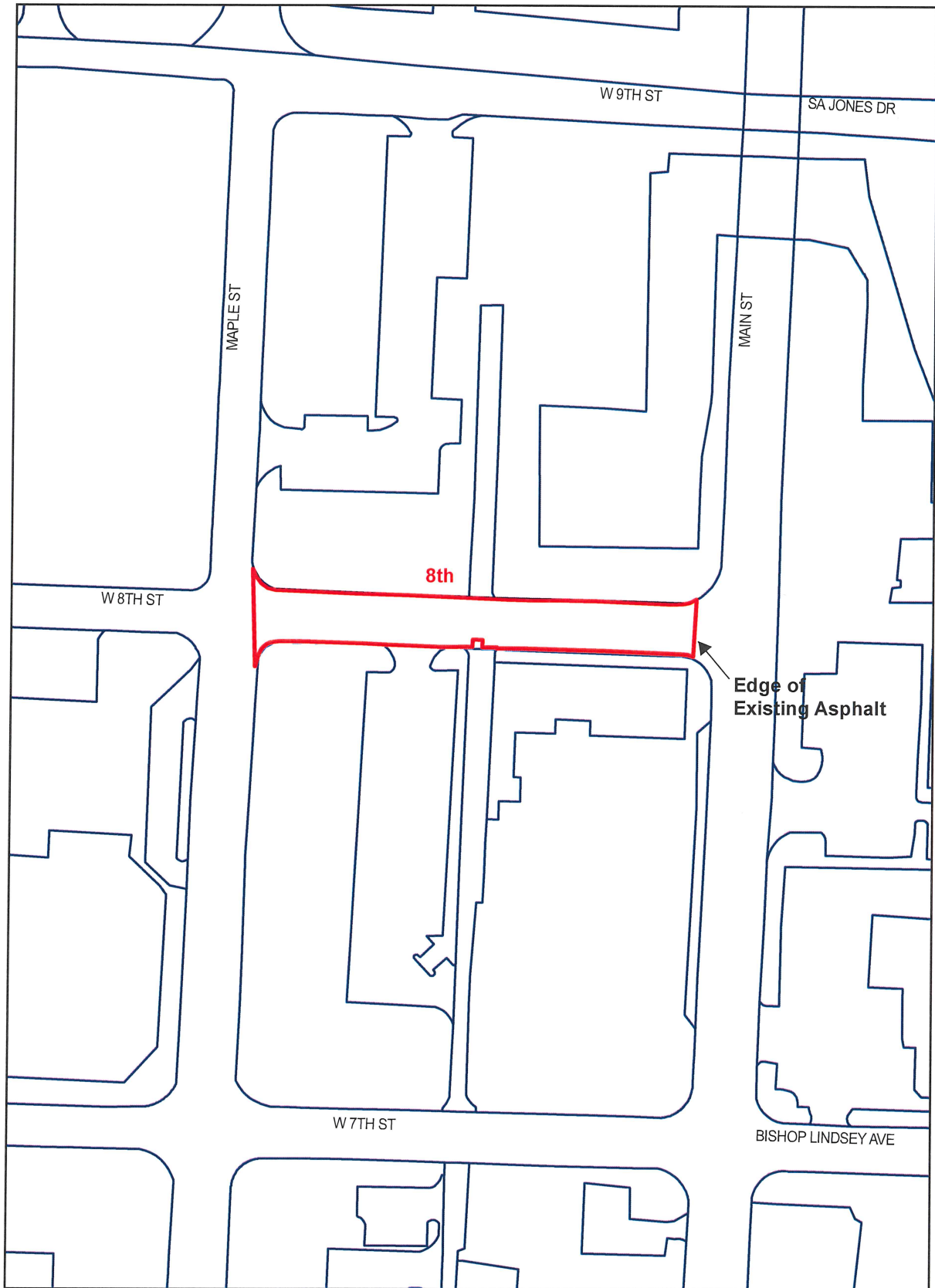
# Springhill Drive (Smokey Lane to I-40 ROW)



1 inch = 300 feet

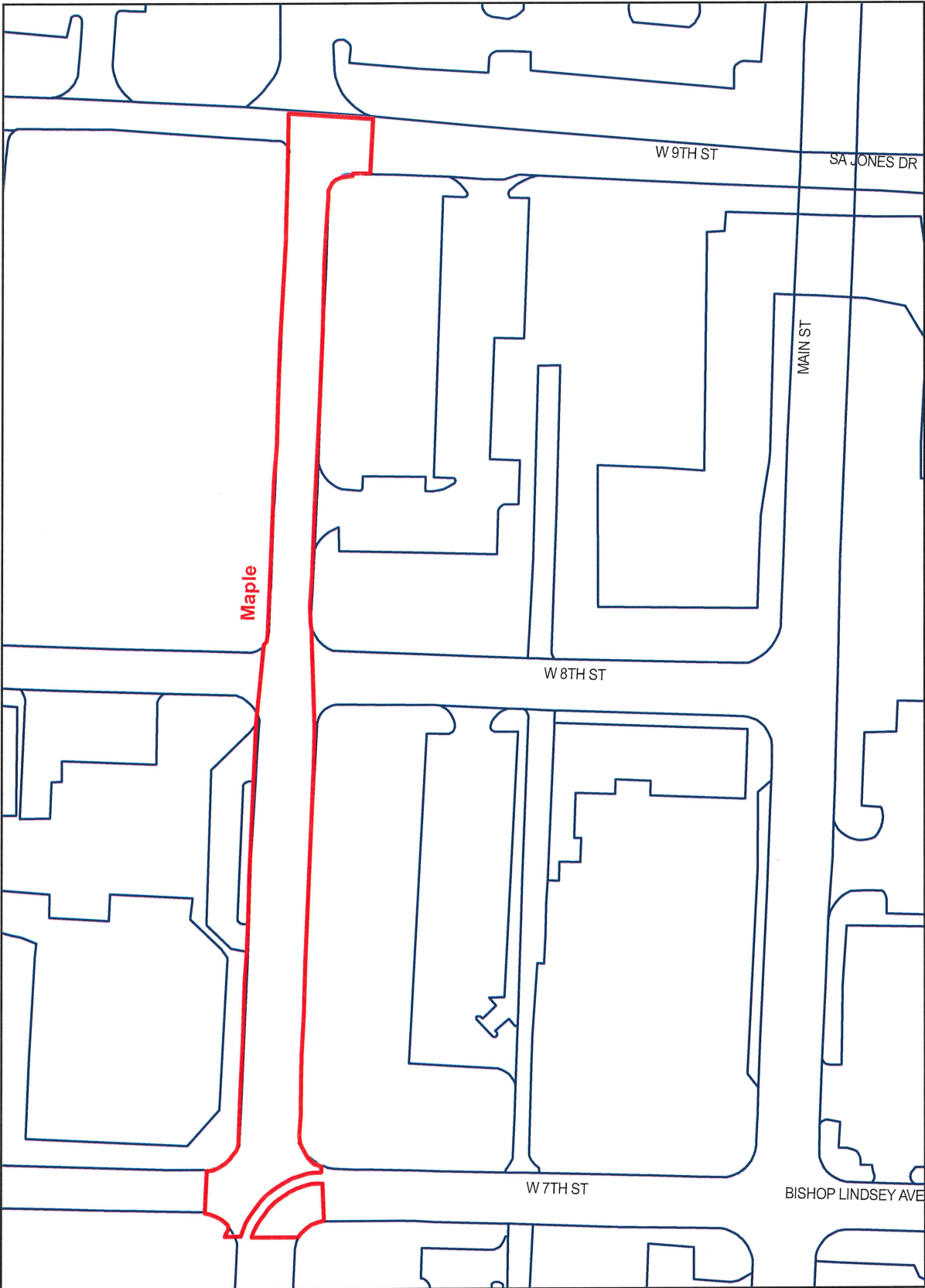


# 8th Street (Main to Maple)



1 inch = 100 feet

# Maple Street (7th to 9th)



1 inch = 100 feet