

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



120 MAIN STREET, North Little Rock, AR 72114
P.O. BOX 5757, North Little Rock, AR 72119
501-975-8881 Phone
501-975-8885 Fax

INVITATION TO BID/PROPOSAL COVER SHEET

Bid Number : _____ 17-3466 _____ Date Issued: _____ May 16, 2017
Date & Time Bid Opening: _____ Thursday, May 25, 2017 at 10:00 a.m.

Overbrook Drainage Pipe Replacement Project

Total Project Bid Price \$ _____

An itemized pricing sheet is included and must be completed.

Plans, specifications, proposal forms and other contract documents may be examined at the following locations:

- Commerce Department, 120 Main Street, North Little Rock, AR 72114
- www.northlittlerock.ar.gov

→ Please direct technical questions and/or comments to: David Cook at 501-351-8936 or dcook@nlr.ar.gov .

→ General questions should be directed to the Commerce Department at 501-975-8881.

Responses to relevant questions will be posted on the Commerce web page at www.nlr.ar.gov , click on the tab "Business", click on "Bids and Vendors" and then click on "Current Bids".

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

EXECUTION OF BID

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

Name of Firm: _____ Phone No.: _____

Tax I.D. #: _____

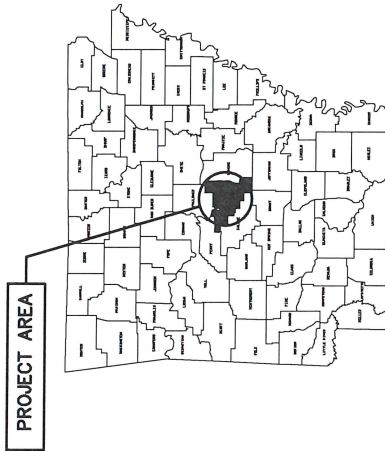
Business Address: _____

Signature of Authorized Person: _____

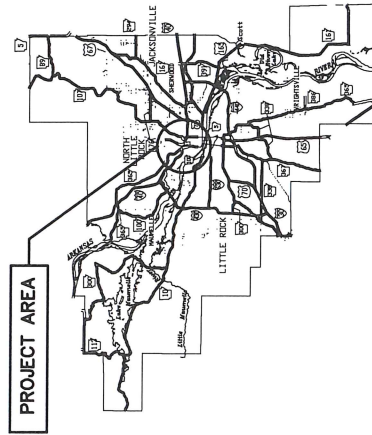
Title: _____ Date: _____, 2017

UNSIGNED COVER SHEETS STATEMENTS WILL BE REJECTED

CITY OF NORTH LITTLE ROCK OVERBROOK DRAINAGE PIPE REPLACEMENT NORTH LITTLE ROCK, ARKANSAS



ARKANSAS
STATE MAP



PULASKI
COUNTY MAP

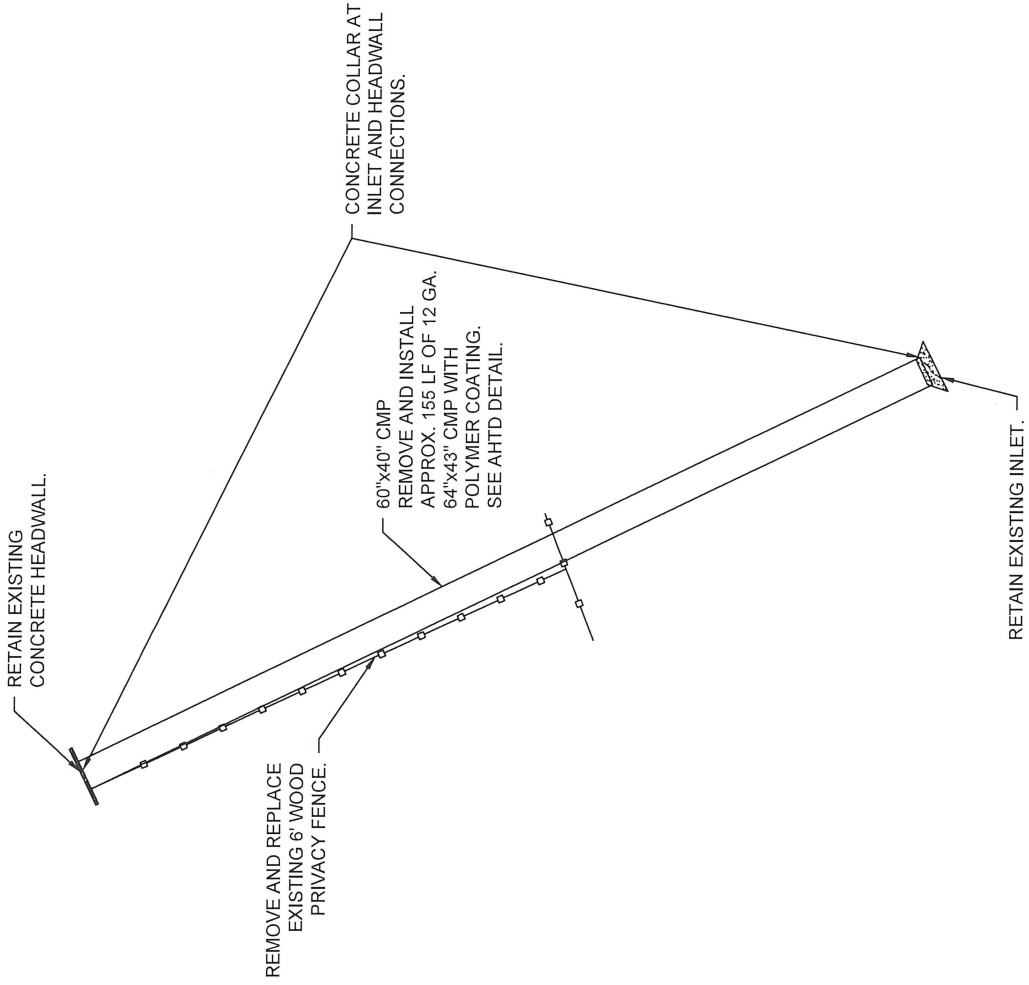


LOCATION MAP

INDEX OF SHEETS	
SHEET	TITLE
1	COVER SHEET AND INDEX OF SHEETS
2	SITE PLAN DETAILS
3	SITE PLAN DETAILS
4	AHTD METAL PIPE CULVERT FILL HEIGHTS & BEDDING







Smith, Amy

From: Legal Ads <legalads@arkansasonline.com>
Sent: Thursday, May 11, 2017 10:28 AM
To: Smith, Amy
Subject: Re: 17-3464 Athletic Field Chemicals Bid Specs Advertisement.rtf

Thanks, Amy! Will run Tues 5/16.

I have my umbrella with me, so I'm sure it won't rain! ;)

Gregg

On 5/11/2017 9:01 AM, ASmith@nlr.ar.gov wrote:

Good morning Gregg!

Please publish the attached ad once on Tuesday, May 16th.

Thank you and stay dry!
Amy

ATTENTION: This email and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. The views or opinions presented in this email are solely those of the author and do not necessarily represent those of the City of North Little Rock. You are warned to check this email and any attachments for the presence of viruses. The City of North Little Rock accepts no liability for any damage caused by any virus transmitted by this email.



**Specifications
and Contract Documents**

**OVERBROOK DRAINAGE
PIPE REPLACEMENT**

MAY 2017

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

City of North Little Rock

Notice to Bidders Overbrook Drainage Pipe Replacement

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 removal of approximately 155 LF of 60"x40" Corrugated Metal Pipe (CMP) and replacement with 64"x43" CMP. Also included is the removal and replacement of 6' wood privacy fence along with sodding. The project is located in between 1701 and 1705 Circledale Road in North Little Rock, AR.

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 within 2 week 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

Engineering 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 in 45 calendar days.

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 \$250.00 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.

Construction Plans

Construction Plans are provided by the NLR Commerce Department. Phone number is 501-975-8881.

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 and Performance Bond

A 5% Bid Bond and 100% Performance Bond is required for this 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.

Clean Up

The Contractor shall be responsible for all clean up during and after construction.

Bid Proposal

Overbrook Drainage Pipe Replacement

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 Overbrook Drainage Pipe Replacement project. 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 thereafter as stipulated by scheduling with City Engineering. The Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive Calendar Day the project is in default. The Bidder submits the Unit Prices and Total Bid Amount for each Alternative as follows:

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Site Preparation	<u>1</u>	LS	\$ _____	\$ _____
Removal and Replacement of 6' Wood Privacy Fence	<u>100</u>	LF	\$ _____	\$ _____
Removal & Disposal of 60"x40" CMP	<u>155</u>	LF	\$ _____	\$ _____
60"x46" CMP Installed	<u>155</u>	CY	\$ _____	\$ _____
Solid Sodding	<u>310</u>	SY	\$ _____	\$ _____

Total Bid Amount: \$ _____

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 Overbrook Drainage Pipe Replacement

THIS AGREEMENT 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:

Scope of Work

The work consists of the removal of approximately 155 LF of existing 60"x40" corrugated metal pipe (CMP) and replacement with 64"x43" CMP in between 1701 and 1705 Circledale Road in North Little Rock, AR, which is set forth in the Bid Documents attached hereto and incorporated herein as Exhibit A (the "Project"). Also included in the Project is removal and replacement of approximately 100 LF of 6' wood privacy fence and sodding.

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 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 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.

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.

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 \$250 for each consecutive calendar day thereafter as hereinafter provided.

Warranties and Representations

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.

The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Project under this Contract.

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.

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.

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.

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.

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 \$1,000,000.00, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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: _____

By: _____

Joe A. Smith, Mayor

Name/Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:

C. Jason Carter
North Little Rock City Attorney

BY: _____

Deputy City Attorney

AHTD SPECIFICATIONS

GENERAL

1-1.1 The standard specifications of the Arkansas State Highway and Transportation Department (AHTD) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition (2014) shall apply. A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

INCORPORATION AND MODIFICATION

1-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

1-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

1-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

1-2.4 Reference in the Standard Specifications to the "Department" are herein changed to the "City of North Little Rock".

END OF SECTION

SITE PREPARATION

DESCRIPTION

2-1.1 This item covers the preparation of the site for construction of the proposed improvements. The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Site Preparation."

2-1.2 The item "Site Preparation" shall include:

1. Mobilization
2. Contractor's Staging Areas
3. Contractor's Access/Haul Roads
4. Clearing and Grubbing
5. Removal and Disposal of Structures
6. Clean Up

CONSTRUCTION METHODS

2-2.1 MOBILIZATION: The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for prosecution of the work under this item.

2-2.2 CONTRACTOR'S STAGING AREAS: **The Contractor's work shall be limited to the right-of-way and / or easement needed for the prosecution of immediate work. The right-of-way and easements shall not be used for storage of equipment, materials, job trailer (if required), sanitary facilities or any other items not consistent with the immediate work being performed. The Contractor must secure, maintain, and restore at his own expense any necessary storage and staging areas. Staging and storage areas must be maintained throughout the project.** All work involved in the preparation and restoration of areas used or occupied by the Contractor will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

The Contractor shall not unnecessarily interfere with the use of any adjacent sidewalks, streets, roads, homes or businesses.

The Contractor shall coordinate staging areas with the Engineer prior to the start of work.

2-2.3 CONTRACTOR'S ACCESS/HAUL ROADS: The Contractor shall layout, construct, maintain, remove and/or reshape all access/haul roads needed to construct the work. Work, including all materials and labor, involved in the layout, construction, maintenance, repair, and removal (including re-seeding of the area occupied by the road), and/or re-shaping of the Contractor's access/haul roads will not be measured for separate payment,

but will be considered subsidiary to the bid item "Site Preparation."

The Contractor shall make the necessary provisions to maintain all City streets clean from debris from the work site. Any debris from the work site or an off-site borrow area shall be quickly removed and cleaned as necessary to maintain existing traffic patterns. Any Damage resulting from the Contractor's operations to existing streets, driveways, or other structures designated to remain shall be repaired at the Contractor's expense.

Before final acceptance of the project, any damage to the existing roads caused by the Contractor shall be repaired as directed by the Engineer. The repair of the existing roads will not be measured for separate payment but will be considered subsidiary to the item "Site Preparation".

The Contractor shall coordinate access with the Engineer prior to the start of any work.

2-2.4 CLEARING AND GRUBBING: This work shall consist of cutting, removing from the ground, and properly disposing of trees, stumps, hedge, brush, roots, weeds, rubbish, and other materials within the limits of the project or other designated areas that interfere with the work or are considered objectionable.

The project site shall be cleared except those objects designated to remain shall be carefully protected from abuse, marring, or damage during construction operations.

Holes remaining after removal of trees, stumps, etc., shall be backfilled with material approved by the Engineer and compacted as directed except in areas to be excavated. The Contractor shall complete the operation by blading, bulldozing, or other approved methods, so that the project site shall be free of holes, ditches, or other abrupt changes in elevations that resulted from the clearing and grubbing operations.

The project site shall be cleared of stumps, brush, rubbish, trees, and shrubs, with the exception of such trees, shrubs, and areas designated on the Plans or by the Engineer for preservation. Grubbing will not be required in areas that will have a fill height of 3 feet or more above undisturbed stumps cut within 6 inches of the natural ground.

Debris shall be removed from the project site and disposed of at an off-site location. The entire job site shall be cleared of all debris, of whatever nature, and made ready in all respects for the construction of the proposed improvements.

The Contractor shall make all necessary arrangements with the property owner for obtaining suitable disposal locations. The costs involved in clearing and grubbing, obtaining disposal sites, hauling, and final cleanup will not be paid for directly but will be considered subsidiary to "Site Preparation"

2-2.5 REMOVAL AND DISPOSAL OF STRUCTURES: This work shall consist of the removal

and satisfactory disposal of utility poles; signs, sign supports, sign foundations; traffic rail; fence; curb and gutter; portland cement concrete or asphalt concrete pavement, parking areas, sidewalks, and steps; driveways; retaining walls; manholes; drainage structures; concrete or masonry foundations (including foundations of poles or signs to be removed) or slabs; and culverts, all of which are not designated or permitted to remain. The Contractor shall make his own estimate of the work required for the removal of structures which conflict with the proposed construction. All structures required to be removed may not be designated as such in the plans.

The provisions of this section shall not apply to underground petroleum storage tanks.

The attention of the bidder is directed to the necessity for careful examination of the entire site to determine, at the time of bid preparation, the full extent of work to be accomplished. The entire site shall be cleared of all man-made obstructions and debris, of whatever nature, and prepared in all respects for the construction.

The Contractor shall not unnecessarily interfere with the use of any adjacent sidewalks, streets, or roads.

Materials removed will become the property of the Contractor and shall be removed from the job site, unless specifically designated otherwise.

All surface items such as curb, curb and gutter, driveways, parking areas, walks, steps, asphalt and PCC pavement, and walls shall be separated or broken away from the adjacent part of any structure designated to remain in place by a vertical saw cut along the line designated by the Engineer. The edge of the structure left in place shall be approximately vertical with no abrupt changes in alignment. Any damage to or removal of the structure designated to remain in place shall be repaired or replaced at no cost to the Owner.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

Existing culverts or parts thereof that interfere with the new construction shall be removed.

Where existing pipe culverts are to be extended or otherwise incorporated into the new work, only such part of the existing structure shall be removed as to provide a proper connection to the new work.

The connecting edges or joints shall be cut, chipped, and trimmed to the required lines and grades without weakening or damaging the part of the structure to be retained.

For a pipe culvert extension, the headwall and the attached end joint of concrete pipe or

the flared end section on all types of pipe shall be removed to accommodate the extension. This work will not be paid for directly but will be considered included in the items involved in the culvert extension.

Trenches or voids resulting from the removal or demolition of existing culverts or other structures shall be filled with approved material placed in layers in accordance with EXCAVATION AND EMBANKMENT.

Masonry and reinforced concrete foundations shall be obliterated, or if in fill sections, may be left in place if covered by not less than 2 feet of embankment.

Concrete foundations for poles to be removed shall be obliterated to a depth of 2 feet below finished grade or as required to accommodate new construction.

The removal and disposal of the various items covered by this specification will be measured for separate payment. Payment will be made under "Removal & Disposal of 60" x 40" CMP."

2-2.6 CLEAN UP: From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

2-3.1 Site Preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Site Preparation," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item 2-3.1 Site Preparation - per Lump Sum

END OF SECTION

EXCAVATION AND EMBANKMENT

DESCRIPTION

3-1.1 This section addresses the requirements of all earthwork necessary for the construction of streets, driveways, parking areas, sidewalks, trails, curb and gutter, ditches, and site work within the project area in accordance with the Plans. The work shall be in conformity with the lines, grades, thicknesses, and typical sections as shown in the Plans or established by the Engineer.

3-1.2 This section does not include the excavation and backfill of structures and pipe. Excavation and backfill of structures and pipe is included under EXCAVATION FOR STRUCTURES of these specifications.

STANDARDS

3-2.1 All materials and work (including testing) shall be in accordance with the lines and grades shown on the Plans, or as directed by the Engineer, and with applicable portions of SECTION 210 – EXCAVATION AND EMBANKMENT and SECTION 212 – SUBGRADE of the Standard Specifications, except as modified or augmented herein.

MATERIALS

3-3.1 Excavation performed under this Section, regardless of the material encountered, shall be classified as unclassified excavation.

Unless otherwise noted in the Plans or directed by the Engineer all excavated material shall become the property of the Contractor and shall be disposed of at an off-site location.

CONSTRUCTION METHODS

3-4.1 USE OF SUITABLE EXCAVATION: Suitable excavation shall be used for embankment construction, and where needed, for backfilling. The suitability of material to be placed in embankments shall be subject to approval by the Engineer. Suitable excavation not needed for the work shall be disposed of by the Contractor off-site. Excavation unsuitable for use shall be disposed of by the Contractor off-site.

The Contractor is expected to construct embankment from suitable excavated material, and it may be necessary to stockpile a portion or all of this material for later use. The stockpiling and rehandling will not be paid for separately but will be subsidiary to “UNCLASSIFIED EXCAVATION.” The Contractor will be required to replace with suitable borrow material, at no additional

compensation, any suitable excavated material needed for the work which was wasted by the Contractor.

3-4.2 COMPACTION OF EARTHWORK: *All embankments are considered as general embankment.*

All compaction 3 feet or more below finish grade in the general embankment area shall be to a density not less than ninety percent (90%) of maximum density. The moisture-density relationship of the material shall be determined in the laboratory in accordance with AASHTO Designation T 99.

The Contractor shall keep the area properly drained at all times by the use of temporary ditches and/or pumps as required. Improperly drained subgrade will not be justification for undercut. The Engineer may require the exposed surface to dry before any judgment is rendered to the quality or workmanship of the exposed soils. The Contractor may be required to scarify/disk (to promote drying) and recompact the subgrade prior to determining whether undercut will be permitted. Regraded, recompact, or reworked subgrade will not be considered for additional payment. Alternatively, the Contractor may elect to undercut saturated subgrade material at his own expense.

No contract time extensions will be granted to the Contractor for reworking wet subgrades retaining water due to improper grading or negligence by the Contractor. If proper drainage is not maintained during earthwork operations, the potential for undercut may be increased. Additional undercut required due to Contractor negligence will not be considered for payment.

Subgrade soils which the Engineer determines cannot be properly compacted shall be undercut to a specified depth. The undercut spoil may be used 3 feet or more below finish grade in the general embankment area, providing compaction to a density not less than ninety percent (90%) of maximum density can be obtained. Otherwise, this excavated unsuitable material shall be disposed of off-site. The moisture-density relationship of the material shall be determined in the laboratory in accordance with AASHTO Designation T 99.

Backfill for undercut areas shall meet the requirements described above. Other materials exceeding these requirements may be used as backfill, subject to the approval of the Engineer. Backfill shall be placed and compacted in 8-inch maximum lifts in accordance with the density requirements in this specification.

3-4.3 OVER-EXCAVATION: Where excavation is carried below or beyond that required, the space shall be filled to grade with suitable material and thoroughly compacted as directed by the Engineer. The Contractor will not be entitled to additional compensation for such over-excavation or the necessary refilling, unless the Owner or its representative is responsible for the error.

3-4.4 If it is necessary to interrupt existing surface drainage, sewers or under-drainage,

conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

MEASUREMENT AND PAYMENT

3-5.1 Unclassified Excavation will not be measured for separate payment, but will be subsidiary to the item or items under "64" x 43" CMP Installed."

END OF SECTION

EXCAVATION FOR STRUCTURES

DESCRIPTION

4-1.1 This section covers the removal of all materials of whatever nature necessary for the construction of retaining walls, wingwalls, headwalls, pipe culverts, storm drainage piping, inlets and other structures. All work shall be in accordance with details shown on the Plans, or as directed by the Engineer, and with these specifications.

4-1.2 The work involved in unclassified excavation for structures shall be in accordance with EXCAVATION AND EMBANKMENT, except as modified or augmented herein.

MATERIALS

4-2.1 Backfill materials shall meet the applicable requirements of EXCAVATION AND EMBANKMENT of these specifications. Such material shall be free from frozen material, trash, lumber, broken pieces of concrete having any dimension greater than two (2) inches, broken concrete in nests regardless of dimensions, or other debris. Such material shall be susceptible to proper compaction.

CONSTRUCTION METHODS

4-3.1 EXCAVATION FOR STORM DRAINAGE PIPE AND OTHER STRUCTURES:

Trench width at the horizontal centerline of a pipe shall not exceed outside diameter of the pipe plus two (2) feet where earth backfill is used.

Areas of excavation for inlets and junction boxes shall be selected by the Contractor, except that areas shall be large enough to permit proper construction of the structures, and except that they shall not extend more than eighteen (18) inches outside the structures, unless authorized by the Engineer.

4-3.2 BACKFILL: Backfill shall be made from suitable available structural excavation materials, and from suitable available roadway excavation materials if and as needed.

Backfill shall be compacted to a density not less than ninety-five (95) percent of the maximum density, at optimum moisture, obtained in the laboratory in accordance with AASHTO Designation T99. Samples for laboratory tests and field determinations will be taken by the Contractor.

Compacting shall be obtained by the use of pneumatic or mechanically actuated tampers. Gravity hand tampers will not be acceptable. Backfill material shall be sprinkled or aerated as necessary to assure the required density.

Backfill of storm drainage pipe shall be in accordance with PIPE CULVERTS of these specifications and SECTION 606 – PIPE CULVERTS of the Standard Specifications.

Backfill will not be measured for separate payment. Placing and compacting of backfill shall be considered subsidiary work pertaining to structural excavation.

4-3.3 DISPOSAL OF EXCAVATED MATERIAL: Excavated material unsuitable for use, or in excess of needs, shall be disposed of by the Contractor off-site.

MEASUREMENT AND PAYMENT

4-4.1 Excavation for structures, including but not limited to storm drainage pipe, flared end sections, inlets, junction boxes, box culverts, retaining walls, etc. will be measured by the linear foot. It will be paid for at the contract unit price per linear foot bid for "Removal & Disposal of 60"x40" CMP," which price shall be full compensation for furnishing and placing all materials; for clean-up work; and for all equipment, tools, labor and incidentals necessary to complete the work.

END OF SECTION

PIPE CULVERTS

DESCRIPTION

5-1.1 This section covers corrugated metal pipe constructed at the locations shown on the Plans or as directed by the Engineer.

STANDARDS

5-2.1 Materials and work shall be in accordance with SECTION 606 – PIPE CULVERTS of the Standard Specifications, except as modified or augmented herein.

MATERIALS

5-3.1 The pipe material used in this job shall be a polymer coated corrugated metal pipe and shall comply with AASHTO M 245 and shall be in accordance with SECTION 606 – PIPE CULVERTS of the Standard Specifications.

5-3.2 Coupling bands for corrugated metal pipe shall comply with the requirements of AASHTO M 36 for steel pipe and M 196 for aluminum pipe. Coupling bands shall be made of the same base metal and coating as the pipe.

CONSTRUCTION METHODS

5-4.1 TRENCHING AND BACKFILL: Trenching and backfill shall be in accordance with applicable requirements of SECTION 606 – PIPE CULVERTS of the Standard Specifications and UNCLASSIFIED EXCAVATION FOR STRUCTURES, except as modified or augmented herein.

5-4.2 INSTALLATION OF PIPE: The installation of pipe shall be in accordance with SECTION 606 – PIPE CULVERTS of the Standard Specifications, except as modified or augmented herein.

The pipe ends where jointing occurs shall be cleaned and maintained clean. The joint shall be constructed as recommended by the manufacturer of the pipe. Each section of pipe shall be examined carefully before being laid, and the defective or damaged sections shall not be used. Pipelines shall be laid to the grades and alignment indicated, or as directed by the Engineer. Pipe laying shall proceed upgrade. The "bell" ends of concrete pipe shall point upgrade.

Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Full responsibility for the diversion of drainage and for dewatering of trenches during construction shall be borne by the Contractor.

All pipe in place shall be approved by the Engineer before being backfilled. In all backfilling operations, the Contractor shall be responsible for preventing damage to or misalignment of the pipe.

METHOD OF MEASUREMENT

5-5.1 Pipe culverts will be measured by the linear foot in place, completed and accepted. Length shall not be measured through inlets, junction boxes, or other drainage structures. Separate measurements will be made by the sizes and classes shown on the Plans and listed in the Unit Price Schedule. Measurements will be taken to the nearest linear foot.

5-5.3 Bedding, Excavation and Backfill will not be measured separately, but will be considered subsidiary to constructing the pipe.

BASIS OF PAYMENT

3-6.1 Pipe culverts acceptably completed and measured as provided above will be paid for at the contract unit price per linear foot bid respectively for "64" x 43" CMP Installed," of the sizes and classes shown on the Plans and listed in the Unit Price Schedule; which prices, in each case, shall be full compensation for furnishing all materials, except special bedding material; for all trenching, backfilling, and compacting; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Item 3-6.1 64" x 43" CMP Installed

END OF SECTION

SOLID SODDING

DESCRIPTION

6-1.1 This section covers the furnishing and placing of approved Bermuda sod, fertilizer, and water to form solid mats on areas shown on the Plans or as directed by the Engineer.

STANDARDS

6-2.1 Materials and work shall be in accordance with SECTION 624 – SOLID SODDING of the Standard Specifications, except as herein modified or augmented.

CONSTRUCTION METHODS

6-3.1 Areas to be sodded shall be shaped and graded to an elevation in such manner that they will, after placement of sod, conform to the typical sections.

6-3.2 Immediately following the sodding operations, all gutters, sidewalks, driveways, street pavement, yards, or other areas shall be cleaned of all debris, excess sod, topsoil, or other objectionable matter. All such clean-up operations shall be completed before sodded areas are measured for payment as described below.

METHOD OF MEASUREMENT

6-4.1 Areas covered by living sod completed and accepted will be measured by the square yard to the nearest square yard.

BASIS OF PAYMENT

6-5.1 Solid sodding acceptably completed, and measured as provided above, will be paid for at the contract unit price per square yard bid for "SODDING," which price shall be full compensation for furnishing and placing all materials, including sod, fertilizer, and water; for clean-up work; and for all equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Solid Sodding - per square yard

END OF SECTION

TOPSOIL

DESCRIPTION

7-1.1 This section covers the furnishing and placing topsoil on completed slopes and ditches as shown in the typical sections and other areas shown on the Plans or as described by the Engineer.

STANDARDS

7-2.1 Materials and work shall be in accordance with SECTION 628 – TOPSOIL FURNISHED AND PLACED of the Standard Specifications, except as modified or augmented herein.

CONSTRUCTION METHODS

7-3.1 Immediately following the topsoiling operations, all gutters, sidewalks, driveways, street pavement, yards or other areas shall be cleaned of all excess topsoil.

MEASUREMENT AND PAYMENT

7-4.1 Topsoil will not be measured for separate payment, but will be subsidiary to the item or items under 64"x43" CMP Installed.

END OF SECTION