CITY OF NORTH LITTLE ROCK, ARKANSAS DIRECTOR OF COMMERCE AND GOVERNMENT AFFAIRS

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

Bid Number:	16-3414	Date Issued:	November 6, 2016
Date & Time Bid C	pening:	Monday, Novembe	e <mark>r 21, 2016 at 10:00 a.m.</mark>
The City of North I	ittle Rock is seeking	Bids from qualified contractors f	or:
Burns	Park Golf Co	ourse Path Rehabilite	ation Project
Total Project Bid	Price: <u>\$</u>		
A Five Percent (5	%) Bid Bond or Ce	rtified Check must be submitte	ed with the bid.
Specifications att	ached.		
A MANDATORY I	PRE-BID CONFEREN	ICE IS SCHEDULED FOR WEI	DNESDAY, NOVEMBER
16, 2016 AT 9:0	O A.M. AT THE BU	rns park golf course cl	UB HOUSE
For technical quest	ions and/or commer	its, please contact Michael Klam	nm at 501-371-8334.
For bid procedural	questions and/or co	mments, please contact the Cor	mmerce Department.
procurement of goods contractor. It is furthe	, services, professional	ipation of small, minority, and womar services, and construction, either a ver possible, majority contractors wh to partner with them.	s a general contractor or sub-
		lease be reminded that addendums moding any changes to the bid.	ay occur. It is therefore advisable
		fies that they have read and agree to nent information requests.	o the requirements set forth in
Name of Firm:		Ph	one No.:
Contractor License N	lo.:		
Business Address: _			
Title:		Date:	, 2016

UNSIGNED BID COVER SHEET WILL BE REJECTED.



Specifications and Contract Documents

Burns Park Golf Course Golf Cart Path Rehabilitation

November 2016

Engineering Department 500 W. 13TH Street

North Little Rock, AR 72114

City of North Little Rock

Notice to Bidders

Burns Park Golf Course Golf Cart Path Rehabilitation

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. A **Mandatory Pre-Bid Conference** will be held on Wednesday, November 16, 2016 at 9:00 a.m. at the Burns Park Golf Course club house.

The project consists of several types of repairs for approximately 19,000 SY of existing golf cart path, primarily involving various asphalt construction combinations to grind, level, and overlay.

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 until 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 October or November after the award of the project.

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 on a mutually agreed upon schedule with the City, not to exceed 100 Calendar days from the "Notice to Proceed" upon determination of the successful low bidder. Before start of construction, the Contractor will be required to submit their anticipated project schedule.

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 \$200.00 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.

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 50% 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.

Preparation

Before overlaying the golf cart path, the Owner shall cut all vegetation at the edges and cracks on the existing path. The Contractor shall clean the path and remove all loose debris.

Asphalt Grinding

Asphalt grinding debris will become property of the Contractor. Payment under this item shall be subsidiary to pavement repair items listed in the bid proposal and shall be full compensation for all work as prescribed herein, for all labor, equipment, tools, and incidentals necessary to complete the work.

Tack Coat

A light tack coat shall be applied to the clean, existing, grinded or non-grinded pavement prior to overlay and shall be applied to the finished surface of any proposed aggregate base course

involved with pavement repair before the final asphalt surface is constructed. Tack coat shall be subsidiary to pavement repair pay items listed in the bid proposal.

Clean Up

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

Bid Proposal

Burns Park Golf Course Golf Cart Path Rehabilitation

	Place
	Date
Proposal of	
Hereinafter called Bidder, a corporation organized and, a partnership, or individual doing	•
(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 <u>Burns Park Golf Course – Golf Cart Path Rehabilitation</u>. 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 100 Calendar Days thereinafter as stipulated in the specifications. The Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive Calendar Day the project is in default. The Bidder submits the Unit Prices and Total Bid Amount as follows:

ltem	Amount	Unit	Unit Price	Total Price
Site Preparation	<u>1</u>	LS	\$10,000	\$ 10,000
Repair Type 1	<u>18,500</u>	LF	\$	\$
Repair Type 2	<u>1,190</u>	LF	\$	\$
Repair Type 3	<u>2,168</u>	LF	\$	\$
Repair Type 4	<u>200</u>	LF	\$	\$

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:

*Seal – If Bid is by a corporation

CONTRACT

This agreement, made this day of, 2016, by any between
The City of North Little Rock , herein called Owner, acting herein through its (Corporate Name of Owner) Mayor , and (Title of Authorized Official) (Sole Proprietorship)
County of, a State of
Hereinafter called Contractor.
WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the design and construction described as follows:
Burns Park Golf Course
Golf Cart Path Rehabilitation
hereinafter called the project, for the sum of \$ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) 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 said project in accordance with the conditions and prices stated in the Proposal, the General Conditions,

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 100 working days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided.

Supplemental Plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the <u>City Engineering Department</u>, herein entitled the Engineer, all of which are made a part hereof

and collectively evidence and constitute the contract.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract.

IN WITNESS WHEREOF, the parties thereto present have executed this Contract in four (4) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

City of	North Little Rock
(Owner)
BY: _	
	(Mayor)
	(Contractor)
Ву:	
**·	(Title)
Name:	
Address:	
Zip Code:	
Phone Number:	

NOTE: Secretary of the Owner should attest. If Contractor is a Corporation, Secretary should attest.

Technical Specifications

Description of Work

The work consists of rehabilitation of the existing golf cart path including grinding, leveling, and overlaying asphalt concrete hot-mix surface in place on the entire existing golf cart path, as well as tack coat, maintenance of golf cart 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 at Burns Park Golf Course as shown on the attached plans.

Construction Hours

The Contractor's paving operations shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday, and shall be performed in a manner that causes minimal inconvenience to golf course operations.

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 <u>Standard Specifications for Highway Construction</u>, <u>Arkansas State</u> <u>Highway and Transportation Department</u>, <u>Edition of 2014</u>, 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.

SITE PREPARATION

Description

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."

The item "SITE PREPARATION" shall include the following and any items not covered elsewhere to complete the work:

- 1. Mobilization
- 2. Contractor's Staging Areas
- 3. Contractor's Access/Haul Roads
- 4. Clean Up

Construction Methods

<u>MOBILIZATION</u>: The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for prosecution of the work under this item.

<u>CONTRACTOR'S STAGING AREAS</u>: All areas used or otherwise occupied by the Contractor (as directed by the Owner) for his operations shall be cleaned and restored to their original condition prior to the final acceptance of the project by the Owner. 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."

<u>CONTRACTOR'S ACCESS</u>: Contractor access shall be as directed by the Owner. The Contractor shall maintain all access needed to construct the work. Work, including all materials and labor, involved in the maintenance and repair of the Contractor's access will not be measured for separate payment, but will be considered subsidiary to the bid item "SITE PREPARATION."

Before final acceptance of the project, any damages caused by the Contractor shall be repaired as directed by the Engineer. The repairs will not be measured for separate payment but will be considered subsidiary to the item "SITE PREPARATION."

<u>CLEAN UP</u>: 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

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.

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 <u>Standard Specifications 2014 Edition</u>, except as modified or augmented herein. The aggregate size shall be 12.5 mm and the asphalt binder shall be PG 64-22.

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 sublot 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 and Asphalt Leveling 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.

Basis of Payment

Asphalt Concrete Hot Mix Surface Course and Asphalt Leveling acceptably completed, and measured as provided above, shall be subsidiary to pavement repair items listed in the bid proposal, 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 Grinding shall be subsidiary to pavement repair items listed in the bid proposal, which prices shall be full compensation for all equipment, tools, labor, and incidentals necessary to complete the work.

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	more than 3/8 inch	more than 3/8 inch
Surface	+/- 1/4 inch	deficient in thickness	deficient in thickness	deficient in thickness

Tack Coat

Description

Requirements

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 AHTD Standard Specifications Section 401

Basis of Payment Tack Coat shall not be paid for as a separate item but shall be

subsidiary to pavement repair items listed in the bid proposal.

Aggregate Base Course

Description

This section covers construction of aggregate base course in accordance with these specifications and contract documents, or as directed by the Engineer. Material shall be Class 7.

Standards

Material and work (including testing) for aggregate base course shall be in accordance with SECTION 303 – AGGREGATE BASE COURSE of the Standard Specifications for Class 7, except as modified or augmented herein.

Construction Methods

<u>TESTS</u>: Material will be acceptable from quarries or crushing plants which currently are, or recently have been, supplying material meeting the Standard Specifications for Aggregate Base Course. In-place density shall be determined by AASHTO T 310, Direct Transmission of not less than 98% of maximum density determined in the laboratory by AASHTO T 180, Method D.

<u>MAINTENANCE</u>: The Contractor shall maintain the base course until and during the construction of the subsequent base or surface course. Defects that develop in the base course shall be repaired by the Contractor at the Contractor's expense.

Basis of Payment

Aggregate Base Course shall be subsidiary to pavement repair items listed in the bid proposal, 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; for hauling, placing, spreading, and compacting; and for all equipment, tools, labor, and incidentals necessary to complete the work.

PAVEMENT REMOVAL

Description

This item shall consist of the sawcutting, removal, and disposal of portions of the existing pavement, in accordance with these specifications and in conformity to the dimensions and details shown on the plans. Areas of removal have been estimated on the Plans. The actual limits of removal will be as directed by the Engineer. All pavement material removed shall be disposed of off-site, or as directed by the Engineer.

Construction Methods

<u>GENERAL</u>. No pavement removal or repair shall be started until the work has been laid out and approved by the Engineer. All removed pavement material shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

<u>PAVEMENT REMOVAL</u>: This item shall consist of the removal of existing pavement and base course (regardless of material encountered) at the locations shown on the plans or as directed by the Engineer. The method of removal shall be approved by the Engineer before any removal operations begin. The Contractor shall take care not to damage adjacent pavement which is to remain in place; any adjacent sound pavement damaged by the Contractor shall be removed and replaced at the contractor's expense.

Sawcutting will be required at the edge of the removal areas. The removal shall proceed to the depth necessary to remove the existing section or accommodate the new pavement section thickness. Removal of any additional material, beyond the pavement, necessary to accommodate the new pavement section thickness will not be measured for separate payment, but will be subsidiary to pavement repair items.

Basis of Payment

Pavement Removal shall be subsidiary to pavement repair items listed in the bid proposal which price shall be full compensation for all saw-cutting of pavement; removal and disposal of pavement materials; and for all equipment, tools, labor and incidentals necessary to complete the work.

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

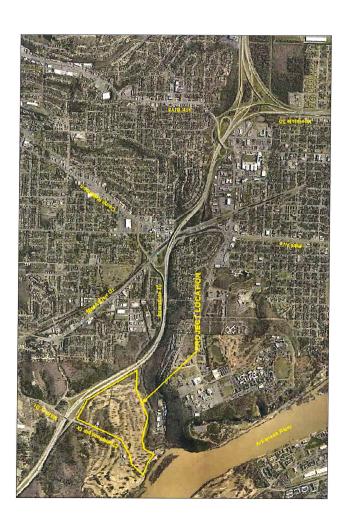
The Contractor shall prepare maintenance of traffic and barricade plan for approval. This plan shall be submitted to the Engineer and the North Little Rock Traffic Department. The Barricade Plan and the implementation/maintenance of the barricade plan shall not be paid for separately, but shall be considered subsidiary to the contract amount.

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 "Site Preparation".

BURNS PARK GOLF COURSE GOLF CART PATH REHABILITATION

NORTH LITTLE ROCK, AR



NOVEMBER 2016

SHEET NUMBER

CITY OF NORTH LITTLE ROCK



Engineering Department CITY OF NORTH LITTLE ROCK

GOLF CART PATH REHABILITATION

NORTH LITTLE ROCK, AR 72114

TEERT 13TH STREET

100 60 **1,335**

855

Total

120

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110

Roots 1

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8 2 8

7.5" ACHM SURFACE COURSE

8' TYP. OR AS DIRECTED BY THE ENGINEER

-TACK COAT

PROPOSED ACHM OVERLAY PAVEMENT REPAIR DETAIL SCALE: NONE

EXISTING ACHIM, SURFACE

CITY OF NORTH LITTLE ROCK

LEVELING WITH OVERLAY ACHM LEVELIN REPAIR DETAI PROPOSED PAVEMENT SCALE: NONE

71.5" ACHM SURFACE COURSE GRINDING AS REQUIRED, 2"MAX

NOTES:
1. GRINDING SECTIONS SHALL BE LEVELED TO WATCH EXISTING ADJACENT ASPHALT
SURFACE. ALL GRINDING DEBRIS SHALL BECOME PROPERTY OF THE CONTRACTOR.
2. ACHM OVERLAY SHALL NOT OCCUR UNTIL ALL PANEMENT REPAIRS HAVE COMPLETED.

<u>achm grinding with leveling</u> ay — pavement repair detail PROPOSED AC AND OVERLAY SCALE: NONE

-4" CLASS 7 AGGREGATE BASE COURSE COMPACTED AT 95% MODIFIED PROCTOR 7.1.5" ACHM SURFACE COURSE BY THE ENGINEER

71.5" ACHM SURFACE COURSE -TACK COAT

8' TYP. OR AS DIRECTED BY THE ENGINEER

ACHM LEVELING

EXISTING ACHM, SURFACE

NOTES:
1. LMITS OF REHAB SECTIONS TO BE REMOVED SHALL BE SAWCUT AND
ALL EXCANATED MATERIAL, SHALL BECOME PROPERTY OF THE CONTRACTOR.
2. DEPTH OF PAVEMENT SECTION REMOVAL SHALL BE AT LEAST 5.5 INCHES
FROM EXISTING ASPHALT SURFACE.

3. FINISHED GRADE OF PROPOSED CLASS 7 BASE COURSE SHALL MATCH ADJACENT EXISTING ASPHALT SURFACE BEFORE FINAL ACHM OVERLAY OVER ENTIRE GOLF CART PART.

4. ACHM OVERLAY SHALL NOT OCCUR UNTIL ALL PAVEMENT REPAIRS HAVE BEEN COMPLETED.

PAVEMENT REPAIR DETAIL PROPOSED NEW PATH OR PAVEMENT SECTION

REMOVE AND REPLACE — SCALE: NONE

DETAILS

DESIGNED BY: I DRAWN BY: I SCALE: N

3

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.
- 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.
- . 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 I (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.
- 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.
- 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