

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



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: 16-3408 Date Issued: October 10, 2016

→ **Date & Time Bid Opening: MONDAY, OCTOBER 17, 2016 @10:00a.m.**

Addendum #1

TOPF ROAD CUL-DE-SAC REHABILITATION

The bid's *Date of Opening* is amended to
MONDAY, OCTOBER 17TH at 10:00 a.m.

Bid date and quantity of Class 7 Aggregate Base Course have changed. See new Bid date above.

Bid should show **60.00 ton** for Class 7 Aggregate Base Course and **NOT 20.00 ton.**

For technical questions and/or comments, contact Chris Wilbourn at 501-352-8887.

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.

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.

Acknowledgement of Addendum

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 Identification No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____

UNSIGNED BID COVER SHEET WILL BE REJECTED.

**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 Department of Commerce and Governmental Relations.
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 Department of Commerce and Governmental Relations.
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

Bid Proposal

Topf Rd. Cul-de-Sac Rehabilitation

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 Topf Rd. Cul-de-Sac Rehabilitation 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 \$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>
Removal of Curb	<u>55.00</u>	LF	\$ _____	\$ _____
Removal of Concrete Pavement	<u>300.00</u>	SY	\$ _____	\$ _____
Top Soil	<u>10.00</u>	CY	\$ _____	\$ _____
Sod	<u>20.00</u>	SY	\$ _____	\$ _____
Concrete Curb	<u>55.00</u>	LF	\$ _____	\$ _____

Concrete Saw Cut	<u>160.00</u>	LF	\$ _____	\$ _____
Class 7 Aggregate Base Course	<u>60.00</u>	Ton	\$ _____	\$ _____
5" Reinforced Portland Cement Concrete	<u>300.00</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