BID FORM

NOTE TO BIDDE	R: Please use BLACK ink for completing this Bid form.
To.	
Address:	
Project Title:	37 TH PLACE DRAINAGE IMPROVEMENTS
Engineer's Project No.:	CNLR ENGINEERING PROJECT NO. 19-3590
Date:	Arkansas Contractor's License No.:
Bidder:	
Address:	
Bidder's persor	n to contact for additional information on this Bid:
Name:	
Telephone:	
<u>ADDENDA</u>	
The Bidder here	by acknowledges that he/she has received Addenda Numbers:
	to these Specifications.
(Bidder insert n	umber of each addendum received.)

CONSTRUCTION DAYS

The Work will be completed and ready for final payment in accordance with the General Conditions within <u>30 Working Days</u> after the date when the Contract Time commences to run as provided in Notice to Proceed.

LIQUIDATED DAMAGES

Liquidated Damages: City and Contractor recognize that time is of the essence of this Agreement and the City will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but

not as a penalty) Contractor shall pay City <u>Two Hundred and Fifty Dollars (\$250.00)</u> for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.

INSURANCE AND BONDING REQUIREMENTS

The	Bidder	hereby	acknow	wledges	that	he/she	has	read	and	under	stands	the	perfo	rmar	nce bor	าd,
payn	nent bo	nd, and	insurar	nce requ	ireme	ents for	this p	orojec	t as s	pecifie	ed in th	ie Ge	neral	Cond	.snoitik	lf
awar	ded a	construc	ction co	ontract,	the E	Bidder	agree	s to f	furnis	h the	require	ed be	onds	and	insurar	nce
certi	ficates v	within fif	teen (1	5) days of	of the	date th	e awa	ard is r	nade.							

Signature	Title	

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgment and has utilized all data which he believes pertinent from the Engineer, City, and other sources in arriving at his own conclusions.

The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City the Performance Bond and Payment Bond required herein, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The Bidder further agrees to furnish the City, before executing the Contract, the certificates of insurance, Payment Bond, and Performance Bond as specified in these Documents.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED DAMAGES

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Contract.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE BASE BID

Any Bid may be rejected which contains material omissions, or irregularities, or in which any of the unit prices are obviously unbalanced in the opinion of the City. Also, a bid may be rejected if, in any manner it shall fail to conform to the conditions of the published Bidding Requirements and Contract Documents.

The bidder agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

TOTAL BASE BID AMOUNT \$
Words

ITEM NO.	DESCRPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Site Preparation	LS	1.00	\$	\$
2	Unclassified Excavation	CY	970.00	\$	\$
3	Pipe Removal	LF	132.00	\$	\$
4	Concrete Curb & Gutter	LF	5.00	\$	\$
5	Class 7 Base Course	TON	5.00	\$	\$
6	Concrete Pavement	SY	53.00	\$	\$
7	Undercut	TON	100.00	\$	\$
8	Solid Sodding	SY	7.00	\$	\$
9	42" RCP	LF	214.00	\$	\$
10	Surface Inlet (10'X4')	EA	1.00	\$	\$
11	Curb Inlet Top & Throat	EA	1.00	\$	\$
12	Grouted Riprap (18")	SY	253.00	\$	\$
13	Stone Filter Dam	EA	1.00	\$	\$
14	Silt Fence	LF	113.00	\$	\$
15	Miscellaneous (Mobilization, Demobilization, Bonds, Insurance, As-built Record Drawings, Any additional items not covered elsewhere to complete the project per the drawings and specifications	LS	1.00	\$	*

MEASUREMENT AND PAYMENT

Item Number 1 – Site Preparation

- 1. Unit of measure: Lump sum
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required for site preparation. This item shall include any jobsite set up, temporary construction offices, temporary restroom facilities, and any other items necessary to prepare the project site for construction.
- 3. This item shall include demolition, removal and disposal of any fences, drainage structures or facilities, walls, or any other structures that may be required for completion of the project in accordance with the plans and specifications.

- 4. This item shall include development of a Storm Water Pollution Prevention Plan in accordance with Arkansas Department of Environmental Quality standards and execution of the Stormwater Pollution Prevention Plan by installation and maintenance of temporary silt fencing, inlet protection, and any other measures required to protect the site and adjacent properties form erosion and storm water pollution.
- 3. This item shall be eligible for payment on the first pay request after groundbreaking.

Item Number 2 – Unclassified Excavation

- 1. Unit of measure: Cubic Yard
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to excavate, haul off, and perform any and all earthwork required to complete the project in accordance with the plans and specifications.
- 3. All excavation regardless of material (earth, soil, pavement, base, rock, etc.) shall be unclassified. There shall be no additional payment based on material encountered during excavation and earthwork activities.
- 4. Excavation below subgrade for undercut will not be eligible for payment under this line item.
- 5. This item shall be paid per plan and specification quantity on a "percentage complete" basis.

Item Number 3 – Pipe Removal

- 1. Unit of measure: Linear foot
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install concrete curb and gutter in accordance with the plans and specifications.
- 3. This item shall be paid per removed quantity.

Item Number 4 – Concrete Curb and Gutter

- 1. Unit of measure: Linear foot
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install concrete curb and gutter that may have been damaged in the course of construction in accordance with the plans and specifications.
- 3. This item shall be paid per installed quantity.

Item Number 5 – Class 7 Base Course

- 1. Unit of measure: TON
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install Class 7 Base Course as needed under new 10'x4' surface inlet.
- 3. This item shall be paid per plan and specification quantity on a "percentage complete" basis.

Item Number 6 – Concrete Pavement

- 1. Unit of measure: Square Yard
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install concrete pavement for new drainage flume from the existing curb inlet to the new 10'x4" surface.
- 3. This item shall be paid per installed quantity.

Item Number 7 – Undercut

- 1. Unit of measure: Ton
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment Required to excavate below subgrade to remove and haul off unsuitable subgrade materials, to and to replace unsuitable subgrade materials with compacted "B-stone" aggregate material completely encased in geotextile fabric.
- 3. Undercut as described above shall only be performed at the direction of the Engineer. Any undercut that occurs prior to written instruction from the Engineer or beyond the limits or depths instructed by the Engineer will nor be eligible for payment.
- 4. This item shall be paid per installed quantity and shall be based on certified truck tickets.

Item Number 8 – Solid Sodding

- 1. Unit of measure: Square Yard
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install solid sodding within the limits of excavation.
- 3. This item shall be paid per installed quantity.

Item Number 9 – 42" RCP Storm Drain

- 1. Unit of measure: Linear Foot
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install 18" equivalent Arch Reinforced Concrete Pipe Storm Drain.
- 3. All trenching, excavation, bedding, and backfill required to install 42" RCP Storm Drain in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 10 – 10'x4' Surface Inlet

- 1. Unit of measure: Each
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install 10'x4' surface inlet.
- 3. All trenching, excavation, bedding, and backfill required to install 48" diam. Curb inlets in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 11 – Install New Curb Inlet Throat & Top

- 1. Unit of measure: Each
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install a new curb inlet throat and top on the existing storm drain on 37th Place to extend the existing drain to the new curb and gutter.
- 3. All demolition, excavation, bedding, and backfill required to install the new top and throat in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 12 – Grouted Riprap

- 1. Unit of measure: Square Yard
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install riprap and grout at the outfall of the new triple 42" to the existing channel.
- 3. All demolition, excavation, and undercut required to install riprap and grout in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 13 – Stone Filter Dam

- 1. Unit of measure: Each
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install a stone filter dam.
- 3. All demolition, excavation, and undercut required to install stone filter dam in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 14 – Silt Fence

- 1. Unit of measure: Linear Feet
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to install silt fence
- 3. All demolition, excavation, and undercut required to install silt fence in accordance with the plans and specifications shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. This item shall be paid per installed quantity.

Item Number 15 – Miscellaneous (Mobilization, Demobilization, Bonds, Insurance, As-Built Record Drawings, and Any Items not Covered Elsewhere to Complete the Project per the Drawings and Specifications.)

- 1. Unit of measure: Lump Sum
- 2. This item shall compensate the Contractor for all materials, tools, labor, and equipment required to mobilize, demobilize, provide Bonds, provide Insurance, provide As-Built Record Drawings, and complete Any Items not Covered Elsewhere to Complete the Project per the Drawings and Specifications
- 3. All safety measures shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 4. Final cleanup and removal of any erosion control measures shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 5. Replacement of any fencing shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.

- 6. Protection of and raising or lowering of any manhole rims, valve boxes, or other similar items to final grade shall be considered subsidiary to this line item and shall not be eligible for payment under any other line items.
- 7. This item shall be paid on a "percentage complete" basis.

BASIS OF AWARD

The Bidder understands that the Contract will be awarded to the qualified bidder with the lowest Total Base Bid. The City reserves the right to waive any or all bids that exceed the City's budget for the project. The City reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

PAYMENT SCHEDULE

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Engineer and City to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder. The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The construction detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Engineer and City for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the City's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

SUBCONTRACTORS

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into Contracts with others for these divisions of the Work without written approval from the City and Engineer.

Subcontractor	Subcontractor				
Arkansas Contractor License #	Arkansas Contractor License #				
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code				
Subcontractor	Subcontractor				
Arkansas Contractor License #	Arkansas Contractor License #				
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code				

SUPPLIERS/VENDORS

The Bidder shall list the suppliers/vendors where material for this Project will be purchased from and successful Bidder shall updated suppliers/vendors during construction of the Project.

Supplier/Vendor Name	Supplier/Vendor Name
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
Supplier/Vendor Name	Supplier/Vendor Name
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
INSTRUCTIONS TO BIDDERS. Bids from so cal	of the work with his own forces (refer to Paragraph 24, lled "Brokerage Contractors" will not be considered.) List with his own forces, if awarded this Contract, and fill in the se items.
Estimated total cost of the above items the Bio awarded Contract:	dder states that will be performed with his own forces, if
	Dollars (\$)
(Words)	

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with telephone numbers. Use additional sheets if necessary.)
<u>SURETY</u>
If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance
and Payment Bond will be: whose address is:
Street, City, State Zip Code
<u>BIDDER</u>
The name of the Bidder submitting this Bid is:
doing business at:
Street, City, State, Zip Code
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.
The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

If Sole Proprietor or Partnership IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20___. Signature of Bidder Title **If Corporation** IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____day of ______, 20____. Name of Corporation (SEAL) Attest_____

Secretary