

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: 19-3628 Date Issued: Sunday, November 3, 2019

Date & Time Bid Opening: Tuesday, November 19, 2019 @ 10:00 a.m.

### 8<sup>th</sup> and Maple Drainage Improvements

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

Plans and specifications may be obtained from:

- Commerce Department at 120 Main Street, North Little Rock, AR 72114
- [www.nlr.ar.gov](http://www.nlr.ar.gov) click on the tab "Business," select "Bids and Vendors" and then choose "Current Bids."

Please direct all technical questions in writing to Michael Klamm at [mklamm@nlr.ar.gov](mailto:mklamm@nlr.ar.gov).

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

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.

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

Arkansas Tax Permit No.: \_\_\_\_\_

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

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE PUBLISH THE FOLLOWING LEGAL NOTICE ON:

Sunday, November 3, 2019  
and  
Sunday, November 10, 2019

Notice to bidders  
Bid #19-3628

Notice is hereby given that the City of North Little Rock's Commerce Department will receive sealed proposals until, Tuesday, November 19, 2019 at 10:00am on the following:

**8<sup>TH</sup> AND MAPLE  
DRAINAGE IMPROVEMENTS**

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**1. NOTICE TO THE GENERAL CONTRACTORS**

Sealed bids for the **8TH AND MAPLE DRAINAGE IMPROVEMENTS** will be received by the City of North Little Rock, at 10:00 am on Tuesday, November 19, 2019, at 120 Main Street, North Little Rock, Arkansas and then be publicly opened and read aloud. Any bids not submitted on time will be returned unopened.

**2. SCOPE OF WORK**

- a. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows: Remove and replace several inlet structures and construct approximately 240 linear feet of 18"X11" reinforced concrete arch pipe within existing street. Work includes all labor, material equipment, supplies, and incidental items necessary to complete the project in conformance with the plans and specifications as more fully set forth in the Contract Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

**3. SINGLE PROPOSAL**

Bidders shall submit one proposal for the entire project.

**4. BID SUBMISSION**

Bids shall be submitted on the form within the project manual and shall be delivered in a

clearly identified, sealed, opaque envelope prior to the date and time described above.

**5. AVAILABILITY OF CONSTRUCTION DOCUMENTS**

Bona fide bidders may obtain documents at the address listed below, on the following basis:

- a. Drawings and Specifications may be examined at the following places:

COMMERCE DEPARTMENT  
120 Main Street  
North Little Rock, AR 72114  
(501) 975-8881  
Fax 975-8885

- b. [www.nlr.ar.gov](http://www.nlr.ar.gov) click on the tab "Business," select "Bids and Vendors" and then choose "Current Bids."

**6. BID SECURITY**

Bid security in the amount of five (5%) percent of the Base Proposal must accompany each proposal as described in the "Instruction to Bidders".

**7. WITHDRAWAL OF BIDS**

No bid may be withdrawn for a period of sixty (60) days subsequent to date of the opening of Proposals and in accordance with the "Supplemental Instructions to Bidders" without consent of the Owner.

**8. COMPLIANCE WITH ARKANSAS STATUTES**

All bidders shall comply with the requirements of the Contractor's Licensing Law of the State of Arkansas, and all applicable Arkansas regulations. All bonds on this project shall comply with Arkansas Statutory Performance and Payment Bond Law, Act 351 of 1953, as amended by Act 209 of 1957.

**9. REJECTION OF BIDS**

The Owner reserves the right to reject any or all bids and to waive any irregularities. Proposals which fail to comply fully with the provisions of the specifications and other Contract Documents will be considered invalid and may not receive consideration.

The right is reserved by the City of North Little Rock to reject any or all bids, in whole or part, or award items separately, or to waive informalities in bids received.

The City of North Little Rock encourages participation from MBE/DBE/WBE and SBA vendors.

**CITY OF NORTH LITTLE ROCK**

Amy Smith  
Assistant Director for Procurement  
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Purchase Order No. 19-3628

Send invoice and proof of publication to:

Amy Smith  
Commerce Department  
P.O. Box 5757  
North Little Rock, AR 72119

## GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

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.
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..
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 \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

Mary Beth Bowman  
Director of Commerce  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119

**BID FORM**

**NOTE TO BIDDER:** Please use BLACK ink for completing this Bid form.

To. \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Project Title: **8<sup>TH</sup> AND MAPLE  
DRAINAGE IMPROVEMENTS**

Engineer's  
Project No.: **CNLR ENGINEERING PROJECT NO. 19-12**

Date: \_\_\_\_\_ Arkansas Contractor's  
License No.: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Bidder's person to contact for additional information on this Bid:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ADDENDA**

The Bidder hereby acknowledges that he/she has received Addenda Numbers:

\_\_\_\_\_ to these Specifications.  
(Bidder insert number of each addendum received.)

**CONSTRUCTION DAYS**

The Work will be completed and ready for final payment in accordance with the General Conditions within **60 Calendar Days** after the date when the Contract Time commences to run as provided in Notice to Proceed.

**LIQUIDATED DAMAGES**

Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner 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 Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred and Fifty Dollars (\$250.00)** 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 acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the General Conditions. If awarded a construction contract, the Bidder agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

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 Owner, 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, Owner, 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 Owner 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 Owner, 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 Document 00500 - 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 Owner. 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.

<b>Item No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Site Preparation	LS	1	\$	\$
2	18"X11" Reinforced Concrete Arch Pipe (Class IV), Complete	LF	241	\$	\$
3	8" C-Ballast Bedding	CY	20	\$	\$
4	12'X2.5' Grate Inlet Box	EA	1	\$	\$
5	2.5'X1.5' Grate Inlet Box	CY	172	\$	\$
6	Curb Inlet with Double Wing Extensions	EA	1	\$	\$
7	Heavy Duty Ductile Iron Reticuline Grate (Neenah R-3192-G2 or Equal)	EA	7	\$	\$

**TOTAL BASE BID AMOUNT \$ \_\_\_\_\_**

\_\_\_\_\_  
**Words**

**BASIS OF AWARD**

The Bidder understands that the Contract will be awarded to the most qualified bidder with the lowest Total Base Bid that the Owner may choose that makes the Project cost acceptable to the Owner. The Owner 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 Owner in North Little Rock, Arkansas, 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 Owner for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the Owner'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 Owner and Engineer.

<b>Subcontractor</b>	<b>Subcontractor</b>
Arkansas Contractor License #	Arkansas Contractor License #
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
<b>Subcontractor</b>	<b>Subcontractor</b>
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.

<b>Supplier/Vendor Name</b>	<b>Supplier/Vendor Name</b>
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
<b>Supplier/Vendor Name</b>	<b>Supplier/Vendor Name</b>

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Street Address, City, State, Zip Code

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Street Address, City, State, Zip Code

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Phone Number

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Phone Number

**PERFORMANCE OF WORK BY CONTRACTOR**

The Bidder shall perform at least 40 percent of the work with his own forces (refer to Paragraph 24, INSTRUCTIONS TO BIDDERS. Bids from so called "Brokerage Contractors" will not be considered.) List below the items that the Bidder will perform with his own forces, if awarded this Contract, and fill in the blank showing the estimated total cost of these items.

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Estimated total cost of the above items the Bidder states that will be performed with his own forces, if awarded Contract:

\_\_\_\_\_ 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.)

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**SURETY**

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:

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Street, City, State Zip Code

**BIDDER**

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\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

**BID BOND**

**STATE OF ARKANSAS**

**KNOW ALL MEN BY THESE PRESENTS**, that we:

\_\_\_\_\_  
Principal and Contractor, and \_\_\_\_\_

\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto the **City of** \_\_\_\_\_, **Arkansas** and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

**WHEREAS**, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

**8<sup>TH</sup> AND MAPLE DRAINAGE IMPROVEMENTS**  
**City Engineering Project No. 19-12**  
**North Little Rock, Arkansas**

**WHEREAS**, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within 15 consecutive calendar days after written notice having been given of the award of the Contract.

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal within 15 consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_, as Principal herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by its \_\_\_\_\_ under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Principal-Contractor

By \_\_\_\_\_

\_\_\_\_\_  
As to Principal

\_\_\_\_\_  
Title

Surety

\_\_\_\_\_  
Attorney-in-Fact  
(Power-of-Attorney to be Attached)

\_\_\_\_\_  
As to Surety

By \_\_\_\_\_  
Agent