

A RESOLUTION ACCEPTING THE LOW BID OF, AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH, REDSTONE CONSTRUCTION GROUP FOR THE MAIN STREET OVERLAY PROJECT – 13TH TO 22ND STREETS; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (“the City”) has advertised for bids for the Main Street Overlay Project (13th – 22nd Streets) (Bid Summary No. 15-3353) attached hereto as Exhibit “A”); and

WHEREAS, the low bidder for the project was Redstone Construction Group of Little Rock, AR with a bid of \$315,967.09.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the low bid of Redstone Construction Group for the Main Street Overlay Project (13th – 22nd Streets), in the amount of \$315,967.09, is hereby accepted.

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into a contract with Redstone Construction Group, said contract being substantially similar to Exhibit “B” attached hereto and incorporated herein by reference.

SECTION 3: That the amount of \$315,967.09 is hereby appropriated from the Street Department Carry Over Fund.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

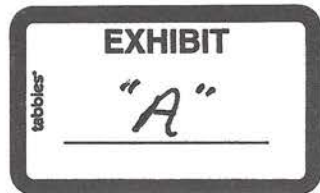
ATTEST:

Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter, City Attorney



CITY OF NORTH LITTLE ROCK BID SUMMARY

Bid Number: 15-3353

Date: August 4, 2015 @ 10:30

OPENED BY: Amy Smith

SUMMARY BY: Crystal Willis

MAIN STREET OVERLAY PROJECT (13 TH – 22 ND)	CRANFORD CONSTRUCTION	REDSTONE CONSTRUCTION			
<i>Present at Bid Opening</i>	Yes	Yes			
<i>5% Bid Bond</i>	Yes	Yes			
<i>Addenda Acknowledgement (if applicable)</i>	None	None			
Total Project Bid Price \$	375,647.92	315,967.09			
<i>Additional Information</i>					
<i>Additional Information</i>					



CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between REDSTONE CONSTRUCTION GROUP, hereinafter called the "Contractor" (a corporation, a partnership, an individual) organized and existing under the laws of the State of Arkansas, and, CITY OF NORTH LITTLE ROCK hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agrees as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **MAIN STREET OVERLAY 13TH STREET TO 22ND STREET**, Pulaski County, in the State of Arkansas, in strict accordance with the Contract Documents, including all Addenda as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the contractor, because of his performance of the contract, for the total quantities of work performed at the unit prices stipulated in the Proposal, subject to additions and deductions as provided in the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or a "Notice to Proceed" and to complete the work by the end of the day, in **40** calendar days (except as modified in General Conditions of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payments to the Owner, as liquidated damages ascertained and agreed, and not in the nature of penalty, the sum of **\$200.00 (two hundred dollars)** for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|---------------------------------------|-----------------------------|
| a. This Agreement | g. Maintenance Bond |
| b. Addenda | i. Unit Price Schedule |
| c. Instructions to Bidders | j. Arkansas Prevailing Wage |
| d. Bid for Facilities Improvements | k. General Conditions |
| e. Statement of Bidders Qualification | l. Technical Specifications |
| f. Arkansas Performance Bond | m. Drawings |

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached herein

repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer, whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner and authorized to do business in the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST

REDSTONE CONSTRUCTION GROUP

BY: _____

TITLE: _____

CITY OF NORTH LITTLE ROCK

BY: _____

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: 15-3353 Date Issued: July 19, 2015

Date & Time Bid Opening: Tuesday, August 4, 2015 at 10:30a.m.

MAIN STREET OVERLAY PROJECT (13TH – 22ND)

Total Project Bid Price \$ 315,967.09

Plans and specifications may be examined at the following locations:

- THOMAS ENGINEERING 3810 Lookout Road, North Little Rock, AR 72116

The plans may be secured from the office of Thomas Engineering at a cost of \$50.00 for each set. NO REFUNDS WILL BE MADE.

A certified check or bank draft, payable to the order of the City of North Little Rock, Arkansas, negotiable U.S. Government Bonds (at par value), or satisfactory Bid Bonds executed by the Bidder and an accepted surety, in an amount to five percent (5%) of the total bid shall be submitted with each 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.

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: Redstone Construction Group Phone No.: 501-374-1557

Arkansas Tax Permit No.: 71-0616695

Business Address: 505 West Dixon Rd, Little Rock AR 72206

Signature of Authorized Person: Frankie Wells

Title: Estimator Date: 8/4/2015

BID FOR FACILITIES IMPROVEMENTS

MAIN STREET OVERLAY
13TH STREET TO 22ND STREET

PLACE: DEPT OF COMMERCE & GOVERNMENT AFFAIRS
CITY OF NORTH LITTLE ROCK
120 SOUTH MAIN STREET
NORTH LITTLE ROCK, AR 72114

DATE: AUGUST 4, 2015 AT 10:30 P.M.

Proposal of Redstone Construction Group, (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of Arkansas , doing business as a Corporation To CITY OF NORTH LITTLE ROCK.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **MAIN STREET OVERLAY 13TH STREET TO 22ND STREET** has 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, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract within ten (10) calendar days after he receives the written "Notice To Proceed" of the Owner and to fully complete the project as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive day over **40** calendar days.

The Bidder acknowledges receipt of the following addendum:

NO. N/A DATE _____

NO. N/A DATE _____


NO. N/A DATE _____

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that **CITY OF NORTH LITTLE ROCK** reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the General Conditions. The bid security attached in the sum of 5% of bid is become the property of the Owner in the event of 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)