

BID PACKAGE



**City of Little Rock
500 W. Markham Street, Suite 120 W.
Little Rock, AR 72201**



Neighborhood Stabilization Program (NSP2)



City of Little Rock
NSP2 Funds Bid # 15141

ATTENTION

A FULL SET OF PLANS MAY BE OBTAINED AT
SOUTHERN REPROGRAPHICS, LOCATED AT 901
WEST 7TH STREET, LITTLE ROCK, AR.

A \$25.00 DEPOSIT IS REQUIRED TO OBTAIN A
FULL SET OF PLANS

CITY OF LITTLE ROCK
DEPARTMENT OF HOUSING AND NEIGHBORHOOD PROGRAMS
NEIGHBORHOOD STABILIZATION PROGRAM (NSP2)

NSP2 NEW CONSTRUCTIONS LOCATIONS

ADDRESS	PLAN NAME
1. 1400 Booker Street	Double Barrel Lite
2. 1406 Booker Street	Double Barrel Lite
3. 3109 W. 13 th Street	Double Barrel Lite
4. 1521 Maple Street	Front Loader Double Gable



City of Little Rock
BID PROPOSAL ACCEPTANCE
(This document is not a Construction Contract)

The attached Bid Proposal dated _____
MM/DD/YY

for the new construction of _____,
Street Address

Little Rock, Arkansas for the sum of \$ _____ is
Bid Amount

hereby submitted for approval.

No work under this Bid Proposal shall commence until a Notice to Proceed is issued.

All construction work specified in this Bid Proposal shall be completed within _____ calendar days from the date of Notice to Proceed.

Name of Firm

Signature of Authorized Person

Street Address

Title

City State Zip Code

Date

ACCEPTANCE OF PROPOSAL

The attached Bid Proposal is the apparent low Bid. I have reviewed both the Itemized Cost Estimate and the Bid Proposal and have determined this bid to be cost reasonable.

Agency Representative

Date

BID PACKET FOR CONSTRUCTION CONTRACTS

This does not represent all of the required content of the bid packet. It only provides sample forms. Example: the wage determinations, plans and specifications, maps, etc. are not included here, but must be a part of the total bid packet.

Advertisement for Bids

Information for Bidders

Bonding and Insurance Requirements

Bidder Qualifications

Certification of Bidder Regarding Equal Employment Opportunity

Certification of Bidder Regarding Section 3 and Segregated Facilities

Information Regarding the Use of Minority and Women's Business

Enterprises Minority and Women's Business Enterprise Utilization

Worksheet

Bidder Section 3 Plan Format

Table A Bidder's Proposed Section 3 Contracts/Subcontracts

Table B Bidder's Section 3 Estimated new Hires

Table C Contractor's Section 3 New Hires Report

Table D Contractor's Section 3 Business Utilization Report

Contractor's Certification Concerning Labor Standards and Prevailing Wage

Certification by Proposed Subcontractor Regarding Equal Employment

Opportunity Certification of Proposed Subcontractor Regarding Section 3 and

Segregated Facilities Subcontractor's Certification Concerning Labor Standards

and Prevailing Wage Anti-Lobbying Certification

General Conditions

Federal Labor Standards Provisions

(HUD-4010) HUD Supplemental

Conditions

Appendix 1, Summary of Civil Rights Laws, Executive Orders, and Regulations

Samples of all of the forms listed above follow and should be included as part of the bid packet.

**ADVERTISEMENT FOR BIDS
CITY OF LITTLE ROCK
Neighborhood Stabilization Program (NSP2) Funds**

Bid 15141 @ 12:00 PM 5/28/15

The City of Little Rock Department of Housing and Neighborhood Programs as a part of the HOME Investment Partnerships Program will receive separate sealed bids for the new construction of four (4) single-family structures to be located at 1400 Booker Street, 1406 Booker Street, 1521 S. Maple Street, 3109 W. 13th Street as part of the Neighborhood Stabilization Program (NSP2). The bids must be received by:

City of Little Rock – Purchasing Division
Room 300 City Hall
500 West Markham
Little Rock, AR 72201
Phone: (501) 371-4560

Until 12:00 noon, **Thursday, May 28, 2015**, and then at said office opened and read aloud. A pre-bid conference will be held at 2:00 p.m. on **Thursday, May 21, 2015**. The information for Bidders, Bid Forms, Description of Work, Specifications and other Contract Documents may be obtained at City Hall, 500 W. Markham Room 120W, Little Rock beginning **Thursday, May 14, 2015**. Questions regarding this advertisement for bids should be directed in writing to Kevin Howard, Community Development Manager, at the address listed above. Successful bidders will be required to obtain a Payment and Performance Bond in the full amount of the contract. The City of Little Rock reserves the right to waive any informalities or to reject any or all bids. The City of Little Rock encourages participation of small, minority, and women-owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require subcontractors seek qualified small, minority, and women-owned businesses to partner with them.

“As a condition for doing business with the City of Little Rock, the contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and shall require such compliance in agreements with subcontractors and sub-subcontractors.”

May 11, 2015

Kevin Howard
Community Development Manager



**City of Little Rock Assures Equal Opportunity
In Employment and Housing**

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids - City of Little Rock, (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of City of Little Rock., until 12:00 noon CST on Thursday, May 28, 2015, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Little Rock Purchasing Office 3rd Floor, at 500 West Markham Street, Little Rock, AR 72201 designated as bid for the Neighborhood Stabilization Program (NSP2).

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.
3. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
 - b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
4. Method of Bidding: The Owner invites the following bid(s): Separate Bids.
5. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
7. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
8. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Kevin Howard, Community Development Manager, at 500 W. Markham Street, Suite 500, Little Rock, AR 72201 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.

11. Security for Faithful Performance: Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
12. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials
 - b. Insurance requirements
 - c. Wage rates
 - d. Stated allowances

laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14. Method of Award - Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
15. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.
16. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BONDING AND INSURANCE REQUIREMENTS

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A state or local unit of government receiving a grant from the Federal government, which requires contracting for construction or facility improvements, shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$25,000. For contracts or subcontracts exceeding \$25,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS,
AND REGULATIONS**

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS

NSP grantees must assure that all project activities will be administered in compliance with civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations that are applicable to NSP activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color, religion, sex, national origin, handicap, or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 109 of the Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located. Contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify Affirmative Action for Handicapped Workers in all contracts issued:

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of Section 504.

Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance, and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000. Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

Section 106(d)(5)(B) of Title I of the Housing Community Development Act of 1974, as amended, provides that the grantee will affirmatively further fair housing.

Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act) requires each unit of general local government which receives Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

Section 906 of the Cranston-Gonzales National Affordable Housing Act, as amended by subsection 104(1) of the HCD Act of 1974, states that no CDBG funds may be obligated or expended to any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, or fails to adopt and enforce a policy of applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

Note: Unlike the similar prohibition in the 1990 HUD Appropriations Act, Section 906 clearly applies to all units of general local government, including counties.