

ORDINANCE NO. _____

AN ORDINANCE WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO FOUNDATION REPAIR OF ARKANSAS LLC FOR THE PURCHASE OF WALL STABILIZATION SERVICES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$20,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, on the 27th day of May 2019, the Mayor declared a local emergency within the City of North Little Rock (the "City") due to severe flooding beginning on or about that date, which caused residential, business, and roadway flooding and evacuations of areas in the City; and

WHEREAS, due to the immediate need to abate flooding conditions, the City retained the services of Foundation Repair of Arkansas LLC, P.O. Box 1963, Benton, Arkansas 72018, to stabilize the retaining walls at Dickey Stephens Ball Park via polyurethane injections; and

WHEREAS, the cost of the wall stabilization services has exceeded the statutory limit of \$20,000.00, and the North Little Rock City Council must waive the bidding requirements in order to pay Foundation Repair of Arkansas LLC (see invoices collectively attached hereto as Exhibit A).

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

SECTION 1: That formal bidding is hereby waived in connection with the purchase of wall stabilization services to abate flooding conditions, and payment to Foundation Repair of Arkansas LLC is hereby authorized in the amount of \$35,912.50.

SECTION 2: That the cost of services in the sum of Thirty-Five Thousand Nine Hundred Twelve & 50/100 Dollars (\$35,912.50) shall be paid from the FEMA Flood Account.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That it is hereby found and determined that it is in the best interest of the City of North Little Rock to waive formal bidding and to pay Foundation Repair of Arkansas LLC

for purchase of wall stabilization services, and is necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Joe A. Smith
Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>11:00</u>	A.M.	_____	P.M.
By	<u>Amy Fields, Ct</u>			
DATE	<u>7-2-19</u>			
Diane Whitbey, City Clerk and Collector				
North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			

Foundation Repair of Arkansas
 6715 Doubletree lane
 Benton Arkansas 72019
 U.S.A

Invoice

Invoice# INV-000349

Balance Due
\$43,412.50

Invoice Date : 06/11/2019
 Terms : Custom
 Due Date : 06/19/2019
 P.O.# : 6102019

Bill To
City of North Little Rock

#	Item & Description	Qty	Rate	Amount
1	Foundation Repair of Arkansas will inject polyurethane to fill voids and solidify weak sub soils below the retaining wall in the bull pens. This will be every 3-5 feet below the footer of the wall using 5/8 of an inch pipe. We will have approximately 35 injection sites along the wall with a minimum of 75lbs of material per injection site.	35.00	637.50	22,312.50
2	Foundation Repair of Arkansas will inject polyurethane to fill voids, solidify weak sub soils, and lift sections of the seating on the first baseline. This area is from on the field up to the slab in the beer garden. The polyurethane will be injected through a series of 5/8 of an inch holes drilled directly into the slab. The holes will be filled with hydraulic mortar after the injections are done.	1.00	13,600.00	13,600.00
3	NCFI Polyurethanes system 24-003 is a hydrophobic/hydro-insensitive, plural component, polymeric MDI based polymer system designed for concrete lifting/leveling, joint matching, void filling and concrete under sealing in wet environments. This system has been specially formulated for exceptional flow or spread under concrete road or slab section(s) when water is present. In certain applications this system can be used for deep soil injection applications when soil conditions dictate.	1.00	0.00	0.00
4	As part of the payment basis, customer shall pay Foundation Repair of Arkansas, as a mobilization fee as soon as possible but no later than projects start date.	1.00	7,500.00	7,500.00

Already paid

7,500.00

Sub Total ~~43,412.50~~ 35,912.50
 Total ~~\$43,412.50~~ 35,912.50
 Balance Due ~~\$43,412.50~~ 35,912.50

Flood Account okay to pay DCW

Terms & Conditions

EXHIBIT

A.

tabbles

**Foundation Repair of Arkansas
TERMS AND CONDITIONS**

1. This proposal covers all labor, material, and supervision to inject polyurethane on the subject property to fill voids and solidify weak soils beneath the slab within 5 feet of the injection locations. These injections can also lift the slab to decrease the slope or downward angle of the slab.
2. Foundation Repair of Arkansas will be drilling 5/8 inch holes through the slab at 3 to 6 foot intervals and injecting the polyurethane through the holes which then expands to stabilize and lift the slab. Any and all clean up will be done by Foundation Repair of Arkansas or sub-contractor.
3. Owner shall be responsible for locating all buried utilities and sub structures, and to clearly identify and mark all lines and sub structures prior to commencement of the work. Separations or leaks in plumbing may exist prior to the project work and/or may occur during or after the work is performed. A leak test is required to be performed by a licensed plumber, before Foundation Repair of Arkansas is scheduled to do work.
4. By accepting this proposal, Owner agrees to indemnify and hold Foundation Repair of Arkansas harmless from all claims, including its reasonable attorney's fee incurred in defending any claim, resulting from damages to any utility line or sub structure not identified or clearly marked
5. It is understood and agreed that it is possible that wall materials, wall coverings, finished flooring, door and/or window framing, concrete, brick, stucco, exterior veneers, drywall, tile, counter tops, cabinets, appliances, or ANY OTHER RIGID MATERIALS may be damaged by the work. Foundation Repair of Arkansas will not be responsible for any such damage or for the costs of repairs to any such damage
6. The polymeric material installed by Foundation Repair of Arkansas carries a 1-year guarantee against material deterioration or shrinkage. In the event of any such deterioration, Foundation Repair of Arkansas will re-inject additional material at no additional charge to the owner for the material. The material guarantee as expressed herein represents the entire obligation of Foundation Repair of Arkansas. No other agreements, understandings, representations or warranties expressed or implied, including warranties of merchantability and/or warranties of fitness for a particular purpose have been made or offered by this contract. This is warranty is transferable.
7. Known and/or unknown structural defects may exist prior to the commencement of the work. Foundation Repair of Arkansas bears no responsibility for these defects or any consequences arising as a result of these defects. Such defects include but are not limited to:
 - a. Insufficient or no steel reinforcement in the foundation beam.
 - b. Insufficient or no steel reinforcement in the concrete floor slab.
 - c. Slabs constructed with less than 2.0" thickness or compressive strength of concrete slabs less than 2000 PSI.
 - d. Decayed or damaged wooden structural members.
8. There remains potential for future movement of the foundation after Foundation repair of Arkansas has finished the work. Foundation Repair of Arkansas is in no way responsible for such future movement and does not warrant the work against such movement.
 - a. Foundations Constructed on Dry Soils - All dry, expansive clay soils are subject to uplift as the underlying support soils take on moisture. This type of movement is usually caused by slow moisture migration and often continues for 5 years, but may continue for as long as 10 years after new construction. A soils test is strongly recommended for any foundation less than five years old.
 - b. Foundations Located on Seasonally Wet Soils - Foundations located on expansive clay soils are subject to sub-surface moisture migration from uphill gradient, underground springs, water traps, fluctuating water tables or improper grading and have a high potential for movement during seasonal moisture cycles. These conditions may influence isolated areas or the entire foundation/slab structure.
 - c. Plants - Trees and large shrubbery, located near the foundation, often desiccate the soils under a slab/foundation during periods of dry weather and may cause the interior floor slab or exterior foundation to settle.
 - d. Plumbing Leaks - Wet, expansive clay, caused by previous plumbing leaks, often shrink after the plumbing has been repaired and cause the slab/foundation to settle. Such shrinkage may occur over long periods of time.
9. THE PROJECT WORK DOES NOT PROVIDE A REMEDY FOR THE ITEMS LISTED IN NUMBER 8 ABOVE. ADDITIONAL WORK IN THE FUTURE MAY BE REQUIRED AND IS NOT COVERED BY ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, UNDER THE TERMS OF THIS CONTRACT.

Foundation Repair of Arkansas
6715 Doubletree lane
Benton Arkansas 72019
U.S.A

Invoice

Invoice# INV-000350

Balance Due
\$7,500.00

Invoice Date : 06/17/2019
Terms : Due on Receipt
Due Date : 06/17/2019
P.O.# : 6172019

Bill To
City of North Little Rock

#	Item & Description	Qty	Rate	Amount
1	As part of the payment basis, customer shall pay Foundation Repair of Arkansas, as a mobilization fee as soon as possible but no later than projects start date	1.00	7,500.00	7,500.00
Sub Total				7,500.00
Total				\$7,500.00
Balance Due				\$7,500.00

Notes

Thank you for the payment. You just made our day.