

REQUEST FOR PROPOSAL
CITY OF NORTH LITTLE ROCK, ARKANSAS

MARY BETH BOWMAN
DEPARTMENT OF COMMERCE
120 MAIN STREET - P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, ARKANSAS 72114
501-975-8881

RFP NO. 18-3507 DATE ISSUED: TUESDAY, JANUARY 2, 2018

DATE & TIME OF RFP OPENING: TUESDAY, JANUARY 16, 2018 @ 10:00 A.M.

RFP NOTICE

THE CITY OF NORTH LITTLE ROCK IS REQUESTING PROPOSALS AND STATEMENTS OF QUALIFICATIONS FROM QUALIFIED INDIVIDUALS/FIRMS FOR GEOTECHNICAL SERVICES TO PROVIDE GEOTECHNICAL INVESTIGATIONS AND REPORTS ON FIVE (5) SEPARATE PARCELS OF LAND IN DOWNTOWN NORTH LITTLE ROCK.

ANY QUESTIONS REGARDING THIS RFP SHOULD BE DIRECTED IN WRITING TO:

MARY BETH BOWMAN, DIRECTOR
DEPARTMENT OF COMMERCE
120 MAIN STREET - NORTH LITTLE ROCK, AR 72114

or

Email Mary Beth Bowman at: mbowman@nlr.ar.gov

Upon signing this request, the organization certifies that they have read and agree to the requirements set forth in this Request for Proposal, including conditions set forth, pertinent information requests, Scope of Work and Addendums.

NAME OF FIRM: _____ PHONE NO.: _____

ARKANSAS TAX PERMIT NO.: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TITLE: _____ DATE: _____

UNSIGNED REQUEST FOR PROPOSAL WILL BE REJECTED

NORTH LITTLE ROCK, ARKANSAS



REQUEST FOR PROPOSAL

Geotechnical Services

for

Five Parcels in Downtown North Little Rock

January 2, 2018

SECTION 1: GENERAL INFORMATION

I. Objective

The City of North Little Rock, Arkansas (the "City") is soliciting Request for Proposal (RFP) from interested, experienced and qualified geotechnical firms for geotechnical services to provide geotechnical investigations and reports on five (5) separate parcels of land in the downtown area of the City. The City of North Little Rock intends to enter into a contract with the highest qualified firm after all Request for Proposal (RFP) are evaluated and negotiations completed.

II. Submission Due Date

Proposals will be accepted by the City at the Commerce Department no later than Tuesday, January 16, 2018 by 10:00 a.m., local time to the address below. Late submissions will not be accepted.

Mary Beth Bowman
Director of Commerce
120 Main Street
North Little Rock, AR 72114

All questions regarding this RFP shall be submitted in writing and directed to:

Mary Beth Bowman, Director of Commerce at mbowman@nlr.ar.gov

Questions must be received by Wednesday, January 10, 2018 no later than 10:00 a.m., local time. Questions initiated after January 10, 2018 will not be considered. Any additional information and/or clarification regarding this RFP will be issued in the form of an addendum to this RFP no later than Thursday, January 11, 2018, 3 p.m. and will be posted at the following website: nlr.ar.gov Click on Government, click on Commerce under the Department List and go to Current Bids and Bid Summaries for addendums.

Respondents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP and all Respondents shall be bound by such, whether or not received by the Respondent.

In order that the selection process is as objective as possible, please do not contact North Little Rock staff or officials other than as noted above.

Proposal to be clearly marked: **Geotechnical Services for City of North Little Rock RFP**

III. Proposal

Each respondent shall provide the following information:

Five (5) copies of the proposal shall be submitted. The information included therein should be as concise as possible. The proposal must be signed in ink by an official authorized to bind the Proposer to its provisions. Each proposal must remain valid at least one hundred twenty (120) days from the due date of this RFP.

All key personnel shall be listed with their experience. The principal engineer and project manager must be specified in the Proposal. If Sub-Consultants will be utilized, qualifications for the firm and their key personnel must be submitted.

Each proposal shall include or address the following:

- 1) General statement of experience and qualifications;
- 2) Arkansas State License Number;
- 3) Insurance Certificate;
- 4) Demonstration of experience in the project area; and,
- 5) Prior work with the City.

- 6) Your firm's not-to-exceed fees for the Project, including all costs, both direct and indirect, as well as any reimbursable expenses. Please provide a breakdown of your fees as well as minimum contract fees for labor. Additionally, please include standard hourly billing rates should extra services, beyond those covered by this RFP, be required and approved by the City of North Little Rock.

IV. Disclosures

All information in a Proposer's proposal is subject to disclosure under the State of Arkansas' "Freedom of Information Act".

V. Contract

A draft copy of the contract is attached as Exhibit A.

VI. Cost Liability

The City of North Little Rock assumes no responsibility for costs incurred by the Proposer in preparing their proposal for submittal to the City.

SECTION 2: GENERAL SCOPE OF WORK, SERVICES, AND DELIVERABLES

Proposer will provide the following information in your proposal:

1. For each of the five (5) parcels of land, provide the number and depth of borings to be drilled under each building and or parking lot (as applicable) to provide sounds recommendations on building foundations and pavement design (as applicable). See Site Map of downtown North Little Rock indicating the locations of the land parcels and the type of structure or parking that is planned to be built on the parcels. See Exhibit B.
2. Estimated schedule to complete soil borings on the five (5) parcels of land.
3. Estimated time to produce final reports after borings have been completed.

SECTION 3: GENERAL COMMENTS

1. Any cost incurred by respondents in preparing or submitting a proposal, participating in onsite inspection shall be the respondents' sole responsibility.
2. The selected Firm will provide all necessary material, equipment and labor necessary to complete the work.
3. All responses, inquiries or correspondence relating to this RFP will become the property of the City.
4. The City reserves the right to reject any or all proposals received or to request additional information as may be needed to determine qualifications. It is the intention of the City to enter into a contract for services at fair and reasonable prices with what it determines to be the best qualified Geotechnical Firm.

**AGREEMENT
FOR GEOTECHNICAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2018, by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the “City,”) acting herein through its Mayor, Joe A. Smith, and _____, (hereinafter “Engineer”), a domestic corporation, duly authorized to do business in the State of Arkansas.

In consideration of the mutual covenants herein, the parties agree as follows:

Section 1. Scope of Work

Subject to the terms and conditions set forth in this Agreement, Engineer shall provide to the City the services as set forth in the Request for Proposal attached hereto and incorporated herein as Exhibit “A” (the “Project”).

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Engineer shall complete the work described in Exhibit A on or before that date, unless the term of time provided to Engineer to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 7.

1.2 Standard of Performance. Engineer shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Engineer is engaged.

1.3 Assignment of Personnel. Engineer shall assign only competent personnel to perform services pursuant to this Agreement. In the Event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Engineer shall, immediately upon receiving written notice from City of such desire, reassign such person or persons.

1.4. Engineer shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Engineer’s obligations hereunder.

Section 2. Agreement Documents. The Agreement shall consist of the following collective documentation memorializing the terms of the agreement between the City and the Engineer, all of which are incorporated herein:

- (a) The fully executed Agreement;
- (b) The entire Request for Proposal dated: _____
- (c) The Engineer’s Proposal dated _____

Section 2. Compensation. City hereby agrees to pay Engineer a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Engineer's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Engineer for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Engineer for services rendered pursuant to this Agreement. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person.

Engineer and City acknowledge and agree that this Agreement does not create and Employer-Employee relationship.

2.1 Materials, Supplies. Engineer agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Request for Proposal.

2.2 Invoices. Engineer shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs, if applicable, to the invoice date. All invoices submitted to the City by Engineer shall list in detail the services provided, and the beginning and ending dates of the billing period.

2.3 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred, if applicable. City shall have 30 days from the receipt of an invoice that complies with the requirements above to pay Engineer.

Section 3. Non-Appropriation of Funds or Change in Law. Notwithstanding any other provision of this Agreement, and subject to the limitations set forth below, the City shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

(a) Appropriation of funds sufficient to allow the City to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under Agreement; or

(b) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed,
or if any funds or revenues needed by the City to make any payment hereunder are insufficient or unavailable for any other reason as determined by the City in its sole discretion; or

(c) If the City's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

(d) If the City's duties, programs or responsibilities are modified or materially altered; or

(e) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the City's ability to fulfill any of its obligations under this Agreement. The City shall provide Engineer with written notice of termination pursuant to this section.

As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Agreement.

Section 4. Commencement of Work. Engineer hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed of the City and to complete the Project on or before the date specified in the Request for Proposal.

Section 5. Site Electrical Power, (If Applicable). At no cost or expense to Engineer, the City shall furnish Engineer electrical power with respect to the Project. Engineer's personnel shall coordinate their activities with and avoid interference with the City's employees during the work schedule.

Section 6. Warranties and Representations.

(a) The Engineer represents and warrants that Engineer has full power and authority to enter into this Agreement and to carry out the Project contemplated by this Agreement.

(b) The Engineer represents and warrants that Engineer will comply with all laws applicable to the performance of the Project under this Agreement.

(c) The Engineer represents and warrants that Engineer's execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on Engineer; (ii) a breach under any contract by which Engineer is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

(d) The Engineer represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Engineer further represents and warrants that Engineer and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

(e) The Engineer represents and warrants that Engineer has, and shall maintain in effect for the duration of this Agreement, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for engineer to complete the Project. Engineer shall also ensure that all permitted subcontractors are similarly licensed and qualified.

Section 7. Termination. City may cancel this Agreement at any time and without cause upon written notification to Engineer.

7.1 Engineer may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

7.2 The Engineer acknowledges that the performance of the Project as provided in Exhibit A is a material obligation under the Agreement. Therefore, this Agreement shall be terminated for cause if the Engineer defaults in the performance of any of the terms in the Request for Proposal, including:

(a) Failure to perform any material obligation or covenant under this Agreement and does not correct or substantially cure such failure, default, or breach within five (5) days after Engineer's receipt of written notice from City of such default or breach; or

(b) A breach of any material representation or warranty made by Engineer hereunder, which it fails to cure to the satisfaction of the City within five (5) days of receiving written notice from the City of such breach.

Section 8. Dispute Resolution; Legal Fees. In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Agreement or the acts or omissions of the parties with respect to this Agreement (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), any other available legal means to settle the Dispute may

be chosen. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Section 9. Insurance. Engineer shall, at Engineer's sole cost and expense, procure and maintain for the duration of this Agreement proper and complete liability insurance in the amount of \$1,000,000, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

9.1 A Performance Bond equaling the total amount of any proposal 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 Act 351 of 1953 as amended by Act 539 of 1979), if applicable.

Section 10. Indemnification.

10.1 The Engineer shall indemnify and hold the City, its officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against the City that the Project has caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Engineer, its agents or employees in connection with this Agreement ; or (iii) any defects in any equipment used by the Agreement or; or (iv) any breach or default in the performance of the obligations of the Agreement or hereunder including any breach of warranties. The Engineer's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of the City.

10.2 The foregoing indemnification by the Engineer is not a waiver of the City's tort immunity.

10.3 The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

Section 11. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communication by the City and Engineer pertaining to this Agreement shall be addressed as follows:

If to the City: North Little Rock Department of Commerce
Attention: Mary Beth Bowman, Director
120 Main Street
North Little Rock, AR 72114

With a copy to: North Little Rock City Attorney
Attention: Amy Beckman Fields, City Attorney
116 Main Street
North Little Rock, AR 72114

If to Engineer: [NAME]
Attention: [NAME]
[ADDRESS]
[CITY, STATE, ZIP]

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

Section 12. Choice of Law. The parties hereto agree that this Agreement shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

Section 13. Non-Waiver. No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

Section 14. No Assignment. The Project to be performed pursuant to this Agreement is personal in nature, and Engineer may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the City.

Section 15. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

Section 16. Merger. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

Section 17. Modification. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the

acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

Section 18. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

Section 19. Filing. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

City of North Little Rock
By: _____
Joe A. Smith, Mayor

Engineer
By: _____

Name and Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:
Office of City Attorney
North Little Rock, Arkansas
Amy Beckman Fields, City Attorney

BY: _____
Deputy City Attorney **Date**

MAIN STREET PARCEL LIST
FOR GEOTECHNICAL SERVICES:

Exhibit "B"

A ~150' x 230'
HARDSCAPE PLAZA

B ~68' x 150' SITE
~50' x 100' BUILDING
3 STORY | BRICK + STEEL FRAME
RESTAURANT & RESIDENTIAL USE

C ~245' x 110' SITE
~150' x 100' BUILDING
6 STORY | BRICK + STEEL FRAME
RETAIL & OFFICE USE

D ~330' x 330'
SURFACE PARKING LOT

E ~160' x 70' SITE
~135' x 60' BUILDING
3 STORY + ROOFTOP | STEEL FRAME
OFFICE USE

F ~160' x 80'
SURFACE PARKING LOT

