

CITY OF NORTH LITTLE ROCK, ARKANSAS
COMMERCE DEPARTMENT
Mary Beth Bowman, Director
Amy Smith, Assistant Director for Procurement
Crystal Willis, Admin. Sect. /Asst. Purchasing Agent



120 MAIN STREET - P.O. BOX 5757
NORTH LITTLE ROCK, AR 72119
501-975-8881 Telephone
501-975-8885 Fax

INVITATION FOR BID

Bid Number: 18-3532 Date Issued: Monday, April 30, 2018

Date & Time Bid Opening: Monday, May 14, 2018 at 10:00a.m.

LEVY PARK PARKING 02 North Little Rock Parks and Recreation Department

Total Project Bid Price: \$ _____

Specifications are attached.

Any technical questions regarding this bid should directed to: Jeff Caplinger: jcaplinger@nlr.ar.gov

General bidding questions should be directed to: Mary Beth Bowman: mbowman@nlr.ar.gov

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.

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 Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: _____ DATE: _____

TAX ID NUMBER: _____ PHONE NUMBER: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

UNSIGNED BIDS WILL BE REJECTED

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

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

LEVY PARK PARKING 02

City of North Little Rock, Arkansas
North Little Rock Parks and Recreation Department

GENERAL INFORMATION

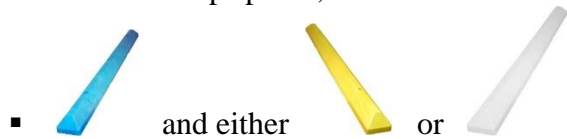
Levy Park is located 1301 West 37th Street off of Doyle Venable Drive near MacArthur Drive, North Little Rock, Arkansas. This new park will be developed in the near future and will begin with adding a parking area. Future plans include a playground, multi-use open space, and picnic areas.

SCOPE OF WORK AND SPECIFICATIONS/DESIGN

- The contractor will construct an off street parking area approximately 71 feet by 40 feet, install parking blocks, and mark parking areas for 6 vehicles, which will include a drive area and one handicap accessible space.
- Drawings and specifications are attached.
- Parking area will be marked as in drawing to allow for a 15 foot wide drive on the section closest to the street and a 5 foot walkway on the other three sides of the parking area and in-between the two handicap accessible spaces.
- The west end of the parking area is less sloped from the street than the east end.
- The slope of the walkways and handicap accessible spaces will meet or exceed ADA requirements.
- Parking area will be asphalt using specifications listed on the drawing.
- A buffer between the street and parking area will be approximately seven (7) feet. A utility pole, street sign, and abandoned culvert will remain in place in this buffered green area.
- The contractor shall be responsible for all clean up during and after construction.
- Parking Area:
 - Striping paint will be either white or safety yellow.
 - Handicap Parking Space:
 - One sign indicating handicapped parking will be installed at each handicapped parking space using the newer active version.
 - One handicap parking stencil to be painted on each space using the newer active version.



- Parking Blocks/Stops:
 - Size: approximately six (6) feet wide by four (4) inches tall
 - Material: recycled plastic
 - Mounting/Installation: bolted into asphalt
- Color: for standard parking spaces, match the striping paint; for handicap spaces, blue



- BIDDERS ACKNOWLEDGE AND UNDERSTAND THAT UPON AWARD OF THE WINNING BID, THE SELECTED BIDDER WILL BE REQUIRED TO REVIEW AND SIGN A CONTRACT WITH THE CITY OF NORTH LITTLE ROCK PRIOR TO BEGINNING WORK.

Specifications and Design

See Attachment “A” for the specifications and design of the parking lot.

GENERAL BIDDING SPECIFICATIONS

Submission of Bids

Three (3) copies of the sealed bid must be submitted to:

City of North Little Rock
 Commerce Department
 120 Main Street
 North Little Rock, AR 72114

Firm Pricing for City Acceptance

Bid price must be firm for City acceptance for a minimum of ninety (90) days from bid opening date.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the Bid is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid.

Business License

A current City Business / Privilege License is required. If the Contractor has a current

Business/Privilege License with any city within the State of Arkansas, please provide a copy.

Acknowledgement of Contract

Bidders acknowledges and understand that upon award of the winning bid, the selected bidder will be required to review and sign a contract with the City of North Little Rock prior to beginning work.

Bid Questions and Clarification

All questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce web page at nlr.ar.gov, click on the “Business” tab, then click on the “Bids and Vendors” tab, then click on “Current Bids”.

Questions related to the Bid Specifications should be directed to:

Jeff Caplinger
North Little Rock Parks and Recreation
jcaplinger@nlr.ar.gov

Proposer’s Certification

By signature on the bid, the respondent certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this Bid.
- A condition that the Bid submitted was independently arrived at without collusion.

If any Respondent fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the bid, terminate the contract, or consider the company/contractor in default.

Conflict of Interest

Respondent, by responding to this Bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this Bid.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent’s proposal. The City’s determination regarding any questions of conflict of interest is final.

Public Records

Respondent understands that the bid is a “public record”, and the public shall have access to all documents and information pertaining the Response and the Bid, subject to the provisions of Arkansas’ FOIA. The Respondent, by submitting a bid, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Cost of Preparing Bid

Any costs incurred in the preparation of the bids are solely the responsibility of the respondents. The City of North Little Rock will provide no reimbursements for such costs. Any cost associated with any oral representations to the City will be the responsibility of the respondent and may not be billed to the City.

Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE CPMPANY/CONTRCTOR IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

Late Bids

LATE bids will be UNOPENED and disposed of in a proper manner.

Rights of City

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the Contract to the lowest responsive and responsible bidder to best serve the interest of the City.

Basis for Award

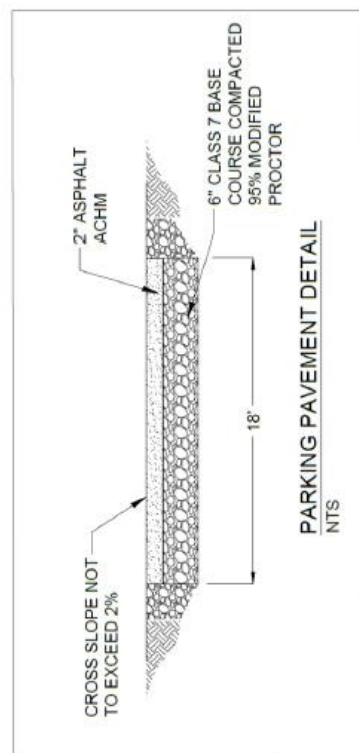
Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum and meeting the specifications. See draft Contract , Attachment “B”.

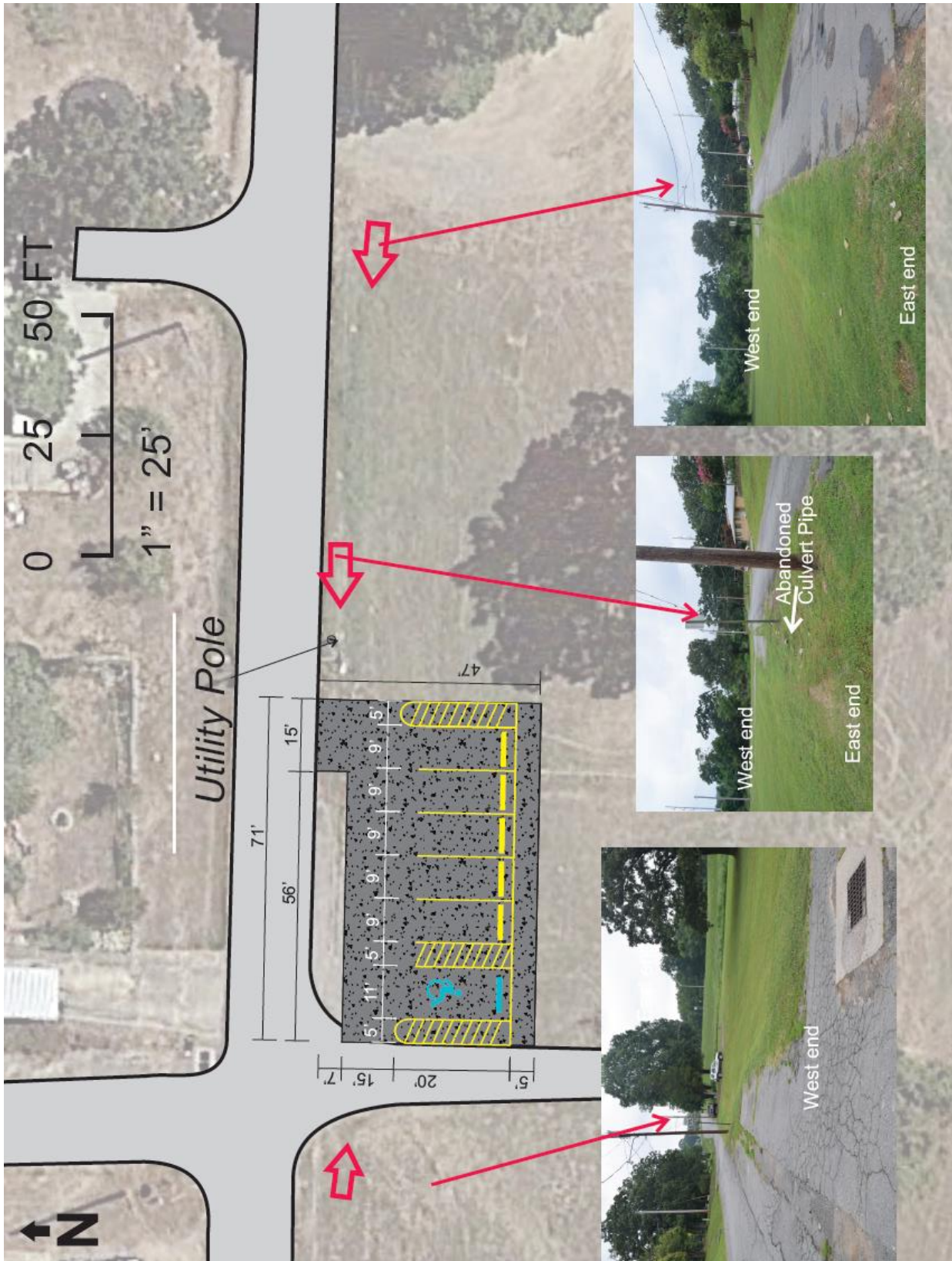
Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the low price and the specifications/scope of work to be performed.

BID AMOUNT

Item	Total Bid
Total cost of constructing an off street parking area as described in this Bid. Includes all of the Scope of Work and Specifications/Design. Turn Key Project.	\$





CONTRACT

FOR LEVY PARK PARKING LOT CONSTRUCTION

THIS **CONTRACT** 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 "Contractor"), 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:

1. Scope of Work

Contractor shall provide the services to the City as set forth in the Bid Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

2. Contract Documents

The Contract shall consist of the following collective documentation memorializing the terms of the agreement between the City and the Contractor, all of which are incorporated herein:

1. The fully executed Contract;
2. The entire Bid Documents dated: _____;
3. The Contractor's Bid dated _____.

3. Compensation

The City shall pay Contractor for the services, labor and materials as noted on the Bid Document as a lump sum cost for this project. Contractor's invoice submitted to the City for payment shall list in detail the services provided and amount of materials used in completing this project.

Further, Contractor 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 Bid Documents.

4. Non-Appropriation of Funds or Change in Law

Notwithstanding any other provision of this Contract, and subject to the limitations set forth below, the City shall have the right to terminate this Contract without penalty and without any

advance notice as a result of any of the following:

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

(B) 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 Contract 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 Contract. The City shall provide Contractor 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 Contract.

5. Commencement of Work

Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed by the City and to close the Project (forty five) days from notice to proceed specified in the Bid Documents, incorporated by reference as set forth herein. Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day past the specified Inspection Date thereafter as hereinafter provided.

6. Warranties and Representations

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

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

(c) The Contractor represents and warrants that Contractor's execution, delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree

binding on Contractor; (ii) a breach under any contract by which Contractor is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

(d) The Contractor 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. Contractor further represents and warrants that Contractor and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

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

7. Default by Contractor

The Contractor acknowledges that the performance of the Project by the specified dates is a material obligation under the Contract.

Therefore, this Contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms in the Bid Documents including, but not limited to:

(A) Exceeding by more than five (5) days the scheduled performance dates ; or

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

(C) A breach of any material representation or warranty made by Contractor hereunder, which it fails to cure to the satisfaction of the City within thirty (30) days of receiving written notice from the City of such breach.

8. Default by the City

The City shall be deemed to be in default under this Contract if, there being no *bona fide* dispute, the City fails to pay Contractor the Compensation stated herein.

9. Remedies

If any event of default occurs and is not cured by the defaulting party within period specified herein, the parties shall comply with dispute resolution as described in paragraph 12 prior to employing any other remedy then available to it, whether at law or in equity.

10. Dispute Resolution; Legal Fees

In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Contract or the acts or omissions of the parties with respect to this Contract (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 Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

11. Insurance

Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract 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.

A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 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).

12. Indemnification

A. The Contractor 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 Contractor, its agents or employees in connection with this Contract; or (iii) any defects in any equipment used by the Contractor; or (iv) any breach or default in the performance of the obligations of the Contractor hereunder including any breach of warranties. The Contractor's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of The City.

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

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

13. Notices

All notices and other communications pertaining to this Contract 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 Contractor pertaining to this Contract shall be addressed as follows:

If to the City: North Little Rock Parks and Recreation
 Attention: Jeff Caplinger
 2700 Willow 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 Contractor: _____
 Attention: _____

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

14. Choice of Law

The parties hereto agree that this Contract 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 Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

15. Non-Waiver

No delay or failure to exercise any right under this Contract 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.

16. No Assignment

The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

17. Severability

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

18. Merger

This Contract 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 Contract.

19. Modification

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract 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 Contract.

20. Counterpart Execution

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

21. 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 Contract to be duly executed intending to be bound thereby.

City of North Little Rock

Contractor

By: _____

Joe A. Smith, Mayor

By: _____

Name/Title

Diane Whitbey, City Clerk

Contract reviewed and approved by:

Amy Beckman Fields
North Little Rock City Attorney

BY: _____

Deputy City Attorney