

R-19- 192

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FRALEY ROOFING, INC. FOR THE ROOF REPLACEMENT OF FIRE STATIONS 2 AND 10 IN THE AMOUNT OF \$59,000.00; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock has advertised for bids for roof repair for Fire Stations number 2 and 10; and

WHEREAS, Fraley Roofing Inc.'s bid of \$59,000.00 met the requirements for the project and was accepted for the roof replacement project; and

WHEREAS, funds for the contract shall come from Act 833 funds for the Fire Department.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute and enter into a contract with Fraley Roofing Inc. for the roof replacement of Fire Stations number 2 and 10 (see Contract for Roof Replacement substantially similar to Exhibit A attached hereto).

SECTION 2: That the project cost of \$59,000.000 is hereby appropriated from the Act 833 funds.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Mayor Joe A. Smith

SPONSORS:  
Joe A. Smith  
Mayor Joe A. Smith *by AT*

ATTEST:  
\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO-FORM:  
Amy Beckman Fields  
Amy Beckman Fields, City Attorney  
PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED <u>11:20</u> A.M. _____ P.M.
By <u>City Attorney, Amy Fields</u>
DATE <u>10-8-19</u>
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>
RECEIVED BY <u>[Signature]</u>



# CONTRACT

## FOR ROOF REPLACEMENT AT NORTH LITTLE ROCK FIRE STATIONS NOS. 2 & 10

THIS **CONTRACT** is by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the "City,") acting herein through its Mayor, Joe A. Smith, and Fraley Roofing Inc., (hereinafter "Contractor"), a company duly authorized to do business in the State of Arkansas, and takes effect on the date signed by the City.

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

### 1. Scope of Work

An Invitation to Bid was issued on September 5, 2019, Bid Number 19-3618, attached hereto and incorporated by reference herein as Exhibit "A." Contractor submitted a timely Response to the Invitation to Bid and was awarded the Bid on September 19, 2019, which is attached hereto and incorporated by reference herein as Exhibit "B" (Exhibits "A" and "B" hereafter referred to as "Bid Documents"). Contractor shall provide the services to the City as set forth in Exhibit "B." (the "Services"). Contractor shall advise and consult with City during the performance of the Services, and shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract.

### 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:

- (a) This fully executed Contract;
- (b) The entire Invitation to Bid dated: September 5, 2019;
- (c) The Contractor's Bid, dated September 19, 2019, including Attachment "A";
- (d) Certificate of Liability Insurance; and

(e) Performance Bond.

### 3. Compensation

Contractor hereby agrees to commence and complete the Services for Fire Stations Nos. 2 and 10 for the sum of Fifty-Nine Thousand, and 00/100 Dollars (\$59,000.00) (hereinafter "Compensation") and all additional work in connection therewith, under the terms as stated in the Bid Documents.

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 Services in accordance with the Bid Documents.

The City agrees to pay the Contractor in current funds for the Services performed under the Contract, as follows:

A. One Hundred Percent (100%) of the Compensation within thirty (30) days after the Services are completed and accepted in writing as meeting the specifications set forth in the Bid Documents;

B. In the event that the City does not accept the Services as completed, Contractor shall make the repairs to the roof(s) to meet the specifications set forth in the Bid Documents within fifteen (15) days of notification.

The final invoice submitted to the City by Contractor shall list in detail the materials and services provided by the Contractor showing a cost of each item. The City's Bid Document Number shall appear on the invoice submitted to the City hereunder.

### 4. Change Orders

City may, without invalidating the Contract, order changes in the Work within the general scope of the Contract and approved funds, consisting of additions, deletions or other revisions. City shall issue such changes in writing. Changes in the Services that increase the Compensation herein may require additional approval by the City Council prior to commencing the work.

### 5. Commencement of Work

Contractor hereby agrees to commence the work on the Services on or before a date to be specified in a written Notice to Proceed by the City, incorporated by reference as set forth herein, and to fully complete the Services within \_\_\_\_ (#) calendar days thereafter. Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter Services are not completed, except if any delay is due to weather, or other event outside the control of Contractor.

## 6. Site Electrical Power

At no cost or expense to Contractor, the City shall furnish Contractor electrical power with respect to the Services. Contractor's personnel shall coordinate their activities with and avoid interference with the City's employees during the work schedule.

## 7. 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 Services contemplated by this Contract.

(b) The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Services 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 Services 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 Services is performed, and that all work on the Services meet the specifications set forth herein. Contractor further represents and warrants that Contractor and all personnel used to perform the Services, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Services.

(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 Services. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

## 8. Roof Warranty

Contractor shall provide to the City a roof warranty for a period of twenty (20) years Labor and a twenty (20) years Material Warranty on both roofs as outlined in the Bid Documents, which shall be submitted to the City with Contractor's final invoice, and incorporated herein.

## 9. Termination of Contract

### A. Termination for Cause

This Contract may be terminated for cause, including, but not limited to the following reasons:

- (i) the Contractor defaults in the performance of any of the terms in the Bid Documents;
- (ii) the Contractor exceeds more than fifteen (15) days the scheduled performance dates due to the fault of the Contractor;
- (iii) the Contractor breaches any material representation or warranty made by the Contractor herein, or
- (iv) if the materials supplied by the Contractor fail to perform in accordance with the specifications in the Final Bid Documents.

Except for Section 9A(ii), for any of the above reasons, the Contractor will be given five (5) business days to cure the default. If not cured within the specified time, the City may in its sole discretion terminate this Contract. The City may withhold any payments due to the Contractor up to the termination date in order to defray any documented costs of completion of the Services in accordance with the specifications in the Final Bid Documents. Exceeding the scheduled performance date will be remedied as provided in Section 5, not to exceed the bid price.

### B. Termination for Convenience

#### 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:

- (i) Non-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
- (ii) 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
- (iii) 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

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

(v) 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.

All payments for Work performed up to and including the date of termination of this Contract will be paid upon submittal of supporting documentation.

#### 10. 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 within the time provided herein.

#### 11. Dispute Resolution

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), either party may initiate litigation. 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.

#### 12. Insurance

Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance, specifically Workers' Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. Contractor shall provide a copy of the applicable Certificate of General Liability Insurance prior to commencing Services.

The City of North Little Rock, Arkansas, a municipal corporation of the State of Arkansas, advises that pursuant to Arkansas Code Annotated §21-9-301 is immune from liability and from suits for damages except to the extent that it may be covered by liability insurance. The City of North Little Rock, Arkansas is not covered by liability insurance.

Contractor shall provide a Performance/Surety Bond equaling the total amount of the bid, (pursuant to Act 351 of 1953 as amended by Act 539 of 1979), which is attached hereto, and incorporated herein.

### 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 Fire Department  
Attention: Beau Buford, NLR Assistant Fire Chief  
723 Maple Street  
North Little Rock, AR 72114  
[bbuford@nlr.ar.gov](mailto:bbuford@nlr.ar.gov)

With a copy to: North Little Rock City Attorney  
Attention: Amy Beckman Fields, City Attorney  
116 Main Street  
North Little Rock, AR 72114  
[afields@nlr.ar.gov](mailto:afields@nlr.ar.gov)

If to Contractor: Fraley Roofing, Inc.  
Attention: Roger Fraley  
6110 Carnegie Dr.  
North Little Rock, AR 72117  
[fraleyroofing@sbcglobal.net](mailto:fraleyroofing@sbcglobal.net)

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

14. Miscellaneous terms.

(a) Choice of Law and Venue. 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.

(b) 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 a 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.

(c) No Assignment. The Services to be rendered pursuant to this Contract are 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 City.

(d) 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.

(e) No Presumption against Drafter. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

(f) 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.

(g) Authority. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.



(h) 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.

(i) 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

Fraleley Roofing, Inc.

By:

\_\_\_\_\_  
Joe A. Smith, Mayor

By:

\_\_\_\_\_  
Roger Fraley, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Diane Whitbey, City Clerk

\_\_\_\_\_  
Date

*Contract reviewed and approved by:*

**Amy Beckman Fields**  
North Little Rock City Attorney

BY:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Date

MARY BETH BOWMAN  
DIRECTOR OF COMMERCE  
DEPARTMENT OF COMMERCE  
AND GOVERNMENT AFFAIRS  
CITY OF NORTH LITTLE ROCK, ARKANSAS



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

Bid Number: 19- Date Issued: Thursday, September 5, 2019

Date & Time Bid Opening: Thursday, September 19, 2019 10:00 A.M.

### Re-Roof Fire Stations #2 and #10 City of North Little Rock Fire Department

Please direct technical questions to: Beau Buford  
Assistant Fire Chief  
North Little Rock Fire Department  
bbuford@nlr.ar.gov  
501-340-5383

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 ([www.nlr.ar.gov](http://www.nlr.ar.gov)) 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.

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#### 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.

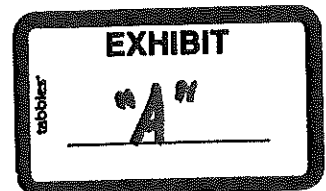
Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

UNSIGNED BID COVER SHEET 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 \$35,000.00 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](http://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**

## INVITATION FOR BID

### Re-Roof Fire Stations #2 and #10 City of North Little Rock Fire Department

#### 1.0 PURPOSE

The intent of this Invitation For Bid is to secure, on a competitive basis, materials and labor to re-roof two fire stations in the City of North Little Rock. Fire Station #2 is located at 3700 East Broadway and Fire Station #10 is located at 8800 Highway 70, North Little Rock, Arkansas.

#### 2.0 COMPETITION INTENDED

It is the City of North Little Rock's (hereinafter referred to as the "City") intent that this Invitation for Bid (IFB) permit competition. Your company must have at least five years of experience in re-roofing this type of roof as stated in the scope of work.

#### 3.0 INSTRUCTIONS TO BIDDERS

##### 3.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation. Failure to read any part of this solicitation will not relieve a bidder of the obligations. The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Vendor from performance of the duties and obligations imposed under the terms of this bid. Pricing must be submitted on Invitation For Bid on Bid Sheet only. Include other information, as requested or required. On the front of the envelope when submitting a bid, include Bid number and project title: **Re-Roof Fire Stations #2 and #10 – Bid Number 19-3618**. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

Commerce Department  
City of North Little Rock  
Attn: Mary Beth Bowman  
120 Main Street  
North Little Rock, AR 72114

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

##### 3.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The City is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the

Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, no questions will be taken after 10:00 a.m. on Friday, September 13, 2019. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.nlr.ar.gov](http://www.nlr.ar.gov). (Click on Government, Commerce and Current Bids and Summaries.)

Contact the following person for questions regarding the bid specifications:

Beau Buford  
Assistant Fire Chief  
[bbuford@nlr.ar.gov](mailto:bbuford@nlr.ar.gov)

**3.3 Firm Pricing for City Acceptance**

Bid price must be firm for the City's acceptance for a minimum of sixty (60) days from bid opening date. See Bid Sheet Attachment "A".

**3.4 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 FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

**3.5 Late Bids**

LATE bids will not be OPENED.

**3.6 Basis for Award**

The award will be made to the lowest responsive, qualified and responsible bidder based upon the prices and meeting the specifications.

- a) The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be addressed on the City's website under current Bids.
- b) The City reserves the right to reject any and all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to award the bid to bidder deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.
- d) Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

**3.7 Negotiation with the Lowest Responsible Bidder**

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, qualified, 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.

**3.8 Debarment**

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

**3.9 W-9 Form Required**

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

**3.10 City Business/Privilege License**

Contractor must hold a current Business/Privilege License with the City of North Little Rock or with any City within the State of Arkansas and a copy of the business/privilege license must be provided with the bid.

**3.11 Mandatory On-Site Visit**

All bidders must attend a mandatory on-site visit starting at Fire Station #2 located at 3700 East Broadway, North Little Rock, AR. The on-site date and time is: Tuesday, September 10, 2019 at 10:00 a.m. After the on-site visit of Fire Station #2 then Fire Station #10 at 8800 Highway 70 will be visited and can be inspected by potential bidders. The purpose of the site visits are to see the roofs in regards to the scope of work as well as allow you to look at the existing roofs.

**3.12 Acknowledgement of Contract**

Respondents 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 providing any services to the City.

**3.13 Subcontracts**

The Contractor is fully responsible for all work performed under this Contract even if some of the work is performed by subcontractors.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties. Contractor must notify the City if he/she intends to use a subcontractor and get City's approval of the subcontractor.

**4.0 SCOPE OF WORK**

**General Conditions:**

- Contractor must be a licensed roofing professional in the State of Arkansas;
- Contractor will provide a 20 year Labor and 20 year Material Warranty on both Roofs;

- Bids must include the total price of the project to include labor, materials, sales tax, freight and cleanup of the project;
- Contractor agrees to clean-up both sites and dispose of all waste materials at an appropriate disposal site at no additional cost to the City of North Little Rock;
- Contractor will agree to work with CBM Construction Inc. to schedule their work to minimally impact the daily operation of the North Little Rock Fire Department;
- Contractor will provide at least 24 hours of notice to the Fire Chief or Assistant Fire Chief if conditions of either fire station change that will impact the overall quality of life or operation of the fire stations and the response of the fire apparatus located at the stations;
- In the event that Fire Apparatus need to be moved temporarily to another location, contractor will notify the Fire Chief or Assistant Fire Chief 48 hours in advance of said conditions; and,
- Contractor will attend a mandatory site visit to both fire stations prior to bid closing.

**Fire Station # 2 (3700 E. Broadway)**

- a) Contractor will clean and prepare the existing roof surface;
- b) Contractor will install a 4 ounce separation sheet;
- c) Contractor will install on existing metal roof an EPS flute fill insulation and 1" EPS board insulation per manufacturer's installation requirements;
- d) Contractor will use 60 Mil Carlisle TPO membrane or equivalent;
- e) Contractor will hot air weld membrane seams with an automatic hot air welding machine;
- f) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;
- g) Contractor will install new drip edge metal around the entire roof perimeter; and,
- h) Contractor will work with station Company Officer for any storage of materials overnight.

**Fire Station # 10 (8800 HWY 70)**



- a) Contractor will clean and prepare existing roof surface;
- b) Contractor will install a 4 ounce separation sheet;
- c) Contractor will mechanically fasten at least 60 Mil Carlisle TPO membrane or equivalent per manufacturer's requirements;
- d) Contractor will hot air weld membrane seams with an automatic hot air welding machine;
- e) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;
- f) Contractor will install new drip edge metal around entire roof perimeter; and,
- g) Contractor will work with Station Company Officer for any overnight material storage.

MARY BETH BOWMAN  
DIRECTOR OF COMMERCE  
DEPARTMENT OF COMMERCE  
AND GOVERNMENT AFFAIRS  
CITY OF NORTH LITTLE ROCK, ARKANSAS



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

Bid Number: 19- 3618 Date Issued: Thursday, September 5, 2019  
Date & Time Bid Opening: Thursday, September 19, 2019 10:00 A .M.

### Re-Roof Fire Stations #2 and #10 City of North Little Rock Fire Department

Please direct technical questions to: Beau Buford  
Assistant Fire Chief  
North Little Rock Fire Department  
bbuford@nlr.ar.gov  
501-340-5383

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 ([www.nlr.ar.gov](http://www.nlr.ar.gov)) 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.

#### 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: Fraley Roofing, Inc. Phone No.: 501-834-9602  
Business Address: 6110 Carnegie Drive, NLR, AR, 72117  
Signature of Authorized Person: [Signature]  
Title: Estimator Date: Sept. 19, 2018

UNSIGNED BID COVER SHEET 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 \$35,000.00 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](http://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**

## INVITATION FOR BID

### Re-Roof Fire Stations #2 and #10 City of North Little Rock Fire Department

#### 1.0 PURPOSE

The intent of this Invitation For Bid is to secure, on a competitive basis, materials and labor to re-roof two fire stations in the City of North Little Rock. Fire Station #2 is located at 3700 East Broadway and Fire Station #10 is located at 8800 Highway 70, North Little Rock, Arkansas.

#### 2.0 COMPETITION INTENDED

It is the City of North Little Rock's (hereinafter referred to as the "City") intent that this Invitation for Bid (IFB) permit competition. Your company must have at least five years of experience in re-roofing this type of roof as stated in the scope of work.

#### 3.0 INSTRUCTIONS TO BIDDERS

##### 3.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation. Failure to read any part of this solicitation will not relieve a bidder of the obligations. The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Vendor from performance of the duties and obligations imposed under the terms of this bid. Pricing must be submitted on Invitation For Bid on Bid Sheet only. Include other information, as requested or required. On the front of the envelope when submitting a bid, include Bid number and project title: **Re-Roof Fire Stations #2 and #10 – Bid Number 19-3618**. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

Commerce Department  
City of North Little Rock  
Attn: Mary Beth Bowman  
120 Main Street  
North Little Rock, AR 72114

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

##### 3.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The City is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the

Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, no questions will be taken after 10:00 a.m. on Friday, September 13, 2019. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.nlr.ar.gov](http://www.nlr.ar.gov). (Click on Government, Commerce and Current Bids and Summaries.)

Contact the following person for questions regarding the bid specifications:

Beau Buford  
Assistant Fire Chief  
[bbuford@nlr.ar.gov](mailto:bbuford@nlr.ar.gov)

3.3 Firm Pricing for City Acceptance

Bid price must be firm for the City's acceptance for a minimum of sixty (60) days from bid opening date. See Bid Sheet Attachment "A".

3.4 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 FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

3.5 Late Bids

LATE bids will not be OPENED.

3.6 Basis for Award

The award will be made to the lowest responsive, qualified and responsible bidder based upon the prices and meeting the specifications.

- a) The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be addressed on the City's website under current Bids.
- b) The City reserves the right to reject any and all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to award the bid to bidder deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.
- d) Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

3.7 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, qualified, 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.

**3.8 Debarment**

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

**3.9 W-9 Form Required**

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

**3.10 City Business/Privilege License**

Contractor must hold a current Business/Privilege License with the City of North Little Rock or with any City within the State of Arkansas and a copy of the business/privilege license must be provided with the bid.

**3.11 Mandatory On-Site Visit**

All bidders must attend a mandatory on-site visit starting at Fire Station #2 located at 3700 East Broadway, North Little Rock, AR. The on-site date and time is: Tuesday, September 10, 2019 at 10:00 a.m. After the on-site visit of Fire Station #2 then Fire Station #10 at 8800 Highway 70 will be visited and can be inspected by potential bidders. The purpose of the site visits are to see the roofs in regards to the scope of work as well as allow you to look at the existing roofs.

**3.12 Acknowledgement of Contract**

Respondents 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 providing any services to the City.

**3.13 Subcontracts**

The Contractor is fully responsible for all work performed under this Contract even if some of the work is performed by subcontractors.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties. Contractor must notify the City if he/she intends to use a subcontractor and get City's approval of the subcontractor.

**4.0 SCOPE OF WORK**

**General Conditions:**

- Contractor must be a licensed roofing professional in the State of Arkansas;
- Contractor will provide a 20 year Labor and 20 year Material Warranty on both Roofs;

- Bids must include the total price of the project to include labor, materials, sales tax, freight and cleanup of the project;
- Contractor agrees to clean-up both sites and dispose of all waste materials at an appropriate disposal site at no additional cost to the City of North Little Rock;
- Contractor will agree to work with CBM Construction Inc. to schedule their work to minimally impact the daily operation of the North Little Rock Fire Department;
- Contractor will provide at least 24 hours of notice to the Fire Chief or Assistant Fire Chief if conditions of either fire station change that will impact the overall quality of life or operation of the fire stations and the response of the fire apparatus located at the stations;
- In the event that Fire Apparatus need to be moved temporarily to another location, contractor will notify the Fire Chief or Assistant Fire Chief 48 hours in advance of said conditions; and,
- Contractor will attend a mandatory site visit to both fire stations prior to bid closing.

**Fire Station # 2 (3700 E. Broadway)**

- a) Contractor will clean and prepare the existing roof surface;
- b) Contractor will install a 4 ounce separation sheet;
- c) Contractor will install on existing metal roof an EPS flute fill insulation and 1" EPS board insulation per manufacturer's installation requirements;
- d) Contractor will use 60 Mil Carlisle TPO membrane or equivalent;
- e) Contractor will hot air weld membrane seams with an automatic hot air welding machine;
- f) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;
- g) Contractor will install new drip edge metal around the entire roof perimeter; and,
- h) Contractor will work with station Company Officer for any storage of materials overnight.

**Fire Station # 10 (8800 HWY 70)**



- a) Contractor will clean and prepare existing roof surface;
- b) Contractor will install a 4 ounce separation sheet;
- c) Contractor will mechanically fasten at least 60 Mil Carlisle TPO membrane or equivalent per manufacturer's requirements;
- d) Contractor will hot air weld membrane seams with an automatic hot air welding machine;
- e) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;
- f) Contractor will install new drip edge metal around entire roof perimeter; and,
- g) Contractor will work with Station Company Officer for any overnight material storage.

**BID SHEET**

**Attachment "A"**

<b>FIRE STATION #2 – 3700 East Broadway</b>	
a) Contractor will clean and prepare the existing roof surface;	
b) Contractor will install a 4 ounce separation sheet;	
c) Contractor will install on existing metal roof an EPS flute fill insulation and 1" EPS board insulation per manufacturer's installation requirements;	
d) Contractor will use 60 Mil Carlisle TPO membrane or equivalent;	
e) Contractor will hot air weld membrane seams with an automatic hot air welding machine;	
f) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;	
g) Contractor will install new drip edge metal around the entire roof perimeter; and,	
h) Contractor will work with station Company Officer for any storage of materials overnight.	
<b>Total Price For Fire Station #2 (Including General Conditions)</b>	<b>\$ 33,500.00</b>
<b>FIRE STATION #10 – 8800 Highway 70</b>	
a) Contractor will clean and prepare existing roof surface;	
b) Contractor will install a 4 ounce separation sheet;	
c) Contractor will mechanically fasten at least 60 Mil Carlisle TPO membrane or equivalent per manufacturer's requirements;	
d) Contractor will hot air weld membrane seams with an automatic hot air welding machine;	
e) Contractor will install prefabricated TPO flashings or equivalent around all penetrations as needed;	
f) Contractor will install new drip edge metal around entire roof perimeter; and,	
g) Contractor will work with Station Company Officer for any overnight material storage.	
<b>Total Price For Fire Station #10 (Including General Conditions)</b>	<b>\$ 25,500.00</b>

TOTAL PRICE FOR FIRE STATIONS #2 AND #10

\$59,000.00