

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 TO BID

Bid Number : 18-3545 Date Issued: August 18, 2018
Date & Time Bid Opening: Tuesday, September 4, 2018 at 10:00 a.m.

COMMERCIAL VINYL COMPOSITION TILE (VCT) AT ROSE CITY COMMUNITY CENTER City of North Little Rock - Parks and Recreation Department

Specifications are attached.

Any technical questions regarding this bid should directed to: Tina Worrell at (501)580-0832.

General bidding questions should be directed to the Commerce Department at 501-975-8881.

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 & 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**

INVITATION TO BID
COMMERCIAL VINYL COMPOSITION TILE (VCT) AT ROSE CITY COMMUNITY CENTER
City of North Little Rock - Parks and Recreation Department

The City of North Little Rock Parks and Recreation Department is seeking qualified parties to submit bids for removal of old VCT and installation of new VCT at Rose City Community Center.

The bid will be split for two jobs. Both jobs may or may not be accepted. (See attached Pricing Page - Appendix "B").

Job #1 will be for the gymnasium's VCT, Field Tiles and Cove Rubber Base.

Job #2 will be for the remaining center's VCT and Cove Rubber Base without Restrooms, Locker Rooms, and Computer Lab.

Location:

Rose City Community Center
400 Rose Lane
North Little Rock, AR 72117

Specifications:

Furnish and install new VCT in community center with appropriate stripping for Basketball and Volleyball in gymnasium as specified. Remove existing floor covering, prepare surface area, rubber base, nosing, etc. as per drawings and specifications. VCT and rubber base adhesive should be as per manufacturer's specifications.

Approximate Size

Job #1 -- Gymnasium approximately 6600 square feet

Job #2 -- Center without Gymnasium, Restrooms, Locker Rooms, and Computer Lab approximately 6200 square feet

Proper disposal of all removed materials will be done off city's property at bidder's expense.

Required for JOB #1

VCT (Vinyl Composition Tile) to be used throughout gymnasium with the exceptions of the gymnasium's field tiles (insets) and the Three Second Area (the "Paint")

- Manufacturer: Armstrong
- Product Line: Imperial Texture Multicolor
- Collection: Standard Excelon Multicolor
- Color: Cirque White

- Size: 12 inches by 12 inches by 1/8 inch
- Item Number: 52513
- Warranty: 5-year Commercial Warranty
- Remove existing VCT tiles, including sanding and filling voids

VCT (Vinyl Composition Tile) to be used for gymnasium's field tiles (insets) and the Three Second Area (the "Paint")

- Manufacturer: Armstrong
- Product Line: Imperial Texture Multicolor
- Collection: Standard Excelon Imperial Texture
- Color: Cherry Red
- Size: 12 inches by 12 inches by 1/8 inch
- Item Number: 51816
- Warranty: 5-year Commercial Warranty

VCT (Vinyl Composition Tile) Insets to be used in gymnasium's two fields

- In Gymnasium, Installation of Basketball Court VCT Flooring Insert Kit
 - o Use Armstrong Excelon Tile Insets Pattern # 505017-831
 - o Size: High School 50 feet by 84 feet
 - o Color: Black
 - o Must be aligned properly with existing basketball goals
- In Gymnasium, Installation of Volleyball Court Inserts
 - o Use Armstrong Feature Strips (2 inch by 24 inch) Item Product # 50790
 - o Size: High School 30 feet by 60 feet
 - o Color: Black
 - o Must be aligned properly with existing volleyball poles' in-ground sleeves

Required for JOB #2

VCT (Vinyl Composition Tile) to be used throughout center with the exceptions of the Restrooms, Locker Rooms, and Computer Lab

- Manufacturer: Armstrong
- Product Line: Imperial Texture Multicolor
- Collection: Standard Excelon Multicolor
- Color: Cirque White
- Size: 12 inches by 12 inches by 1/8 inch
- Item Number: 52513
- Warranty: 5-year Commercial Warranty

- Remove existing VCT tiles, including sanding and filling voids

Perform initial maintenance according to the latest edition of Armstrong Guaranteed Flooring Installation Systems manual, F-5061. As of April 27, 2018 -- Armstrong® commercial vinyl composition tile is coated with the Fast Start Factory Finish. Fortunately, the Fast Start Factory Finish makes initial maintenance quick and easy and does not require removal after installation. It is compatible with commercial floor polishes (such as Armstrong® S-480 Commercial Floor Polish) and reduces the need to strip the tile. Vinyl Composition Tile requires polishing for protection, ease of maintenance and an attractive overall appearance.

Required for JOB #1 and JOB #2

Wall Rubber Cove Base for all walls

- Jet Black Armstrong R4860 and appropriate matching lengths and moldings
- 4 inches by 1/8 inch and must use longest length strips possible
- Corners must be properly molded

Required for JOB #1 and JOB #2

Adhesives

For Tile Installation System, Full Spread: Provide Armstrong [S-515 Floor Tile Adhesive] [S-525 BBT® Bio-Flooring Adhesive] [S-700 Floor Tile Adhesive Thin Spread] [S-750 Premium Floor Tile Adhesive] [S-240 Epoxy Adhesive] under the tile and Armstrong S-725 Wall Base Adhesive at the wall base as recommended by the flooring manufacturer.

Areas of Installation - (See Attached Drawing – Appendix “A”)

- Job #1
 - o Gymnasium
- Job #2
 - o Lobby/Game Room
 - o Meeting Rooms #1 and #2
 - o Hallway
 - o Kitchen
 - o Office
 - o Reception Area
 - o Storage Rooms
 - o Janitorial Closet

Proposed prices must be “all-inclusive” (this includes but is not limited to) - - Removal of any existing floor covering, preparing surface areas, furnishing and installing new floor covering, field tiles, cove base, rubber base, nosing, bonds, insurance, etc. as per manufacturer’s specifications. VCT, Field Tiles (Insets), and rubber base adhesive should be per manufacturer’s specifications.

We must have the manufacturer, series, and style as shown. No others will be considered unless there is a direct substitution or replacement by the manufacturer. We are requesting Armstrong VCT due to all centers and facilities are currently using this product. We want to continue to have consistency of VCT in our facilities and available replacement stock available.

Inspection of Site and Conditions

Before submitting a bid, the bidder shall examine the site of the work and ascertain for himself/herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse him from performing the work in strict accordance with the terms of the contract. Contractor shall employ, so far as possible, such methods and means of carrying out his/her work as will not cause any interruption or interference with any other work being performed by City. No statement made by any officer, agent, or employee of the City in relation to the physical conditions pertaining to the work site will be binding on the City.

A site visit is required for the bid to be considered. Two site visits will be scheduled and you must attend one of the visits. Contact Jenifer Holland at (501) 791-8543 to schedule which site visit you plan to attend. A form (Appendix "C") will be completed at the site visit to be submitted with the bid. A contractor/company may not bid on the job if they have not attended one of the site visits.

Site Visit Option 1 – *Thursday, August 23, 2018 at 9:30 a.m.* Meet at the Rose City Community Center, 400 Rose Lane, North Little Rock, Arkansas 72117

Site Visit Option 2 – *Tuesday, August 28, 2018 at 9:30 a.m.* Meet at the Rose City Community Center, 400 Rose Lane, North Little Rock, Arkansas 72117

Qualification of Bidders

Bidder must be qualified to perform the work required under the Contract and may be required to submit evidence, if determined necessary by the City, of experience, work force, and ability to supply all equipment to properly execute the Contract. Bidder must have at least ten (10) years in commercial VCT installation.

Selection Criteria

This project will be awarded to the lowest, best qualified, and responsive bidder.

Submission of Bids

Two copies of the bid must be submitted in a sealed envelope and clearly marked "RCCC VCT Flooring" written on the outside to:

City of North Little Rock
Commerce Department
120 Main Street

North Little Rock, AR 72114

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.

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 should be directed to:

Tina Worrell
tworrell@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 RFP.
- A condition that the proposal 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 contractor in default.

Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, with the consent of the City, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the City prior to the effective date of any subcontractor.

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.

Compliance with Federal, State and Local Laws

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by the law), marital status, political affiliations, handicap, sexual orientation or gender identification. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are

treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, handicap, sexual orientation or gender identification. Such action shall include, but not be limited to, the following:

1. Employment
2. Promotion
3. Demotion or transfer
4. Recruitment or recruitment advertising
5. Layoff or termination
6. Rates of pay or other forms of compensation
7. Selection of training, including apprenticeship

The Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, national origin, sex, or sexual orientation and the implementing rules and regulations prescribed by the Secretary of Labor with Title 41, Code of Federal Regulations, and Chapter 60. The Contractor and any subcontractor shall comply with Arkansas Act 954 of 1977.

The Contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Regulation Act of 1973. The Contractor Shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

The Contractor must have a current City Business/Privilege License. If the Contractor holds a current Business/Privilege License with any city within the State of Arkansas, please provide a copy of the current license and that will meet the requirement.

Please provide a completed W-9 form with your bid.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract will be waived except by the written agreement of both parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the part to which the same may apply; and, until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Conflict of Interest

Respondent, by responding to this Bid, certifies that to the best of its 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.

Nondiscrimination

Respondent agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this Bid. Furthermore, Respondent agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Project Schedule

The Contractor shall agree to complete the work on a mutually agreed upon schedule with the City, not to exceed 30 calendar days from the "Notice to Proceed" upon determination of the successful bidder. Before start of construction, the Contractor will be required to submit their anticipated project schedule.

Contractor Liability

The Contractor shall be responsible for all damages to persons or property in the performance of their work. Proof of insurance satisfactory to the City, shall be furnished prior to award of the Contract. Contractor is responsible for the safety, security, and minimizing damage to structure and materials, which will include, but not limited to felting newly installed decking, etc.

Workers Compensation Insurance

Proof of insurance shall be required by the City prior to bid award and at any time thereafter throughout the contract period as deemed necessary by the City.

Permits and Indemnification

The Contractor shall, at his own cost and expense, provide the necessary permits.

Stopping The Work

1. Work shall be stopped at any time it is determined that conditions are not within the specification requirements of applicable regulations. Stopping the Work may be initiated by:
 - a. The City's representative
 - b. The Contractor's Lead Consultant
 - c. Federal, State, or Local regulatory officials
2. The stoppage of Work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the persons having jurisdiction.
3. Standby time required to resolve violations shall be at the Contractor's expense.

Substitutions

The materials, products, and equipment described in the Scope of Work establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered unless a written request for approval has been submitted by the Bidder and had been received by the Commerce Department at least seven (7) calendar days prior to the date for receipt of bids.

Each such request shall include the brand and name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of these substitutions would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The City's decision of approval or disapproval shall be final.

If the City of North Little Rock approves any proposed substitution, such approval will be set forth in an Addendum or a letter from the City of North Little Rock. Bidder shall not rely upon approvals made in any other manner.

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.

Removal of Debris, Cleaning, etc.

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work, Contractor shall remove rubbish from and about the project and remove all tools and surplus materials and shall leave the work site clean. In the case of dispute, the City may remove any waste or rubbish and charge the cost to the Contractor.

Payments

Partial payments for the work completed in place and approved by the City may be made to the Contractor upon receipt of invoice and approved by the City. A 10% retainage will be deducted from all partial payments. Upon final inspections and approval of all work by the contractor, the City will make the final payment on the Contract.

Final Inspection

When work is substantially completed, the Contractor shall notify the **City of North Little Rock** in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City of North Little Rock having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the **City of North Little Rock** determines that the work is as represented, it will make the arrangement necessary to have final inspection commenced on the date stated in such notice or as soon thereafter as is practicable.

Correction of Work Before Final Payment

The Contractor shall promptly remove and correct all work identified by the City of North Little Rock as unacceptable within ten (10) days of notification. The Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the City. It shall bear the expense of making good all work of other contractors destroyed or damaged by such replacement. This may require numerous efforts by the Contractor until the City is satisfied by the final work result.

Warranties

The Contractor shall provide a Five (5) year commercial warranty on Vinyl Composition Tiles and 90 days on labor.

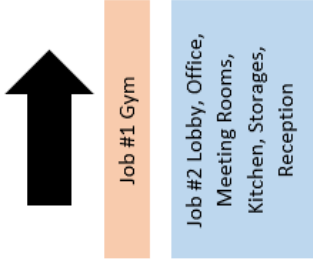
Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein. See a couple of the Draft Contract - Appendix "D".

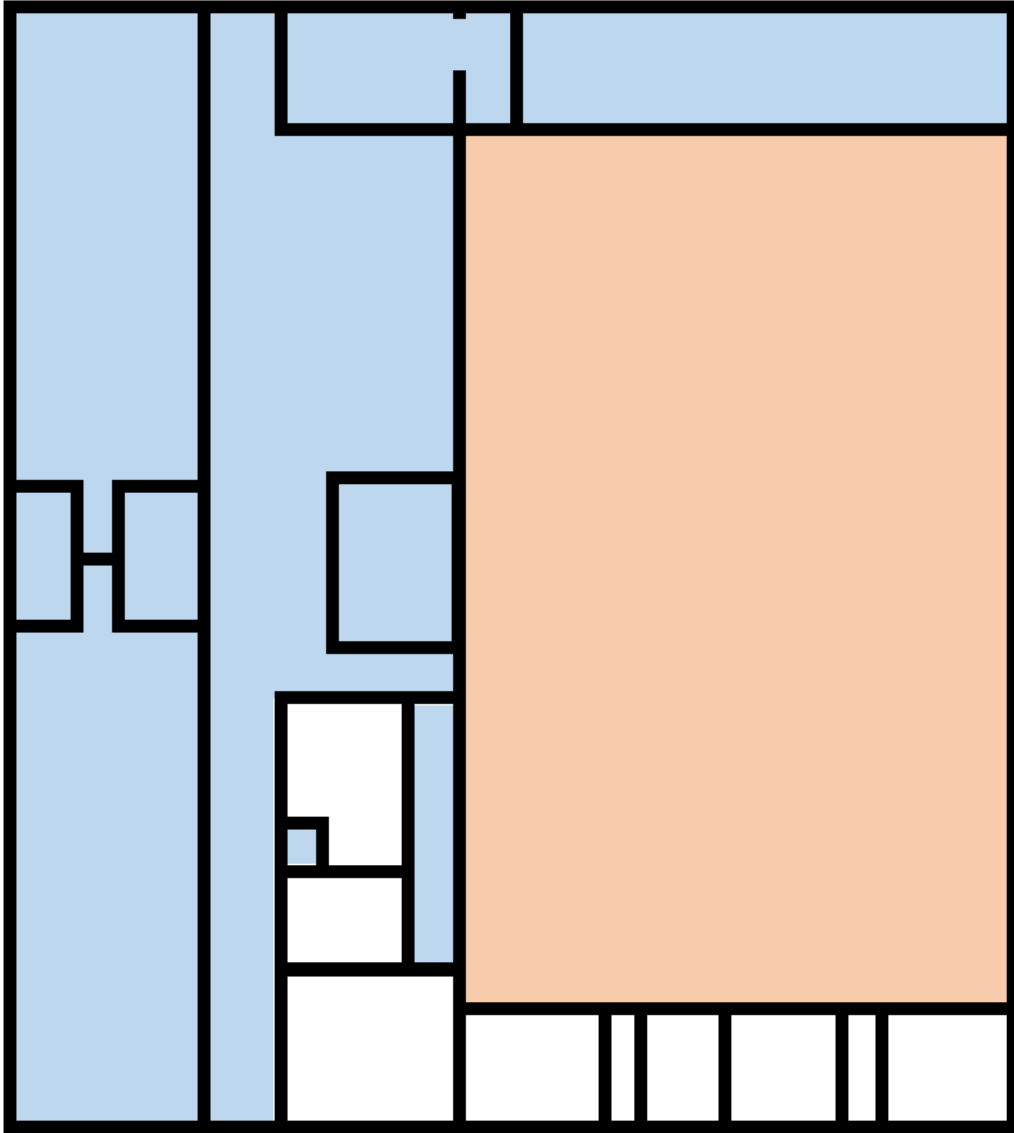
Bid Bond

A 5% Bid Bond or Certified Check must be submitted with the bid.

APPENDIX "A"



Rose City Community Center, 400 Rose Lane, North Little Rock, AR 72117



APPENDIX "B"

PRICING PAGE

JOB	COST
Total Bid for Job #1 as described in Bid Packet	
Total Bid for Job #2 as described in Bid Packet	
TOTAL BID COSTS OF JOB #1 AND JOB #2	

APPENDIX "C"

Site Visit Report

(Must be signed by either Pam Smith or Tina Worrell and returned with bid)

Contractor/Company Name: _____

Person making the Site Visit for the Contractor: _____

Site Visit

Location

Date

Contact Person

Rose City Community Center

400 Rose Lane, NLR, AR 72117

APPENDIX "D"

CONTRACT
FOR PURCHASE AND INSTALLATION OF VINYL COMPOSITION TILE (VCT)
LOCATED AT 400 ROSE LANE
NORTH LITTLE ROCK, ARKANSAS

This Contract shall be effective on the last signature date set forth below, between the City of North Little Rock, AR, (the "City") and _____ (the "Contractor").

WITNESSETH that the City and the Contractor, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. Scope of Contract and Contract Documents.

The Contractor shall provide the goods/services to the City as set forth in the Final Bid Packet attached hereto and incorporated herein as Exhibit "A" (the "Project"). The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The Final Bid Packet dated: _____;
- (c) The Contractor's Bid dated _____ all of which documents are incorporated herein; and,
- (d) The Pricing Page.

2. Compensation.

Contractor agrees to commence and complete the Project for the sum of _____ (\$_____) (hereinafter "Compensation"), and all work in connection therewith, under the terms stated in the Final Bid Packet.

The City agrees to pay the Contractor in current funds for the Project performed under the Contract within thirty (30) days after the Project is completed and accepted in writing as meeting the specifications set forth in the Final 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 Project in accordance with the Bid Documents.

3. Period for Performance.

Contractor will have fifteen (15) days from the Notice to Proceed to begin the Project. Contractor has twelve (12) weeks to complete the Project. Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day past the Inspection Date specified in the Bid Documents.

4. Appropriation of Funds.

Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

5. Changes.

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made. It is the Contractor’s sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the Director of Commerce of the City of North Little Rock.

6. Warranties and Representations.

(a) The Contractor represents and warrants that Contractor has full power and authority to enter into this Contract and to provide the goods and services contemplated by this Contract.

(b) The Contractor represents and warrants that Contractor will comply with all laws applicable 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.

This Contract may 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 more than fifteen (15) 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 fifteen (15) days after Contractor's receipt of written notice from City 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 fifteen (15) days of receiving written notice from the City of such breach.

(D) Failure of the materials supplied by the Contractor to perform as specified in Final Bid Packet. Contractor will have three (3) days to cure such a failure after Contractor's receipt of written notice from City of such a default in materials.

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 within forty-five (45) days of accepting the goods and services provided by the Contractor.

9. 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 (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.

10. Insurance and Performance Bond.

Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance as provided in the Final Bid Packet,

including Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. City shall not be responsible in case of accident.

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).

11. 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.

12. 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.

13. 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.

14. Non-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.

15. 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.

16. 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.

17. **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.

18. 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.

19. 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.

20. 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.

SIGNATURES ON NEXT PAGE

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

City of North Little Rock

Contractor
[NAME OF CONTRACTOR]

By: _____
Joe A. Smith, Mayor

By: _____

Print Name/Title

Date

Date

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:

Amy Beckman Fields
North Little Rock City Attorney

BY: _____
Deputy City Attorney Date