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, North Little Rock, AR 72114 PO Box 5757, North Little Rock, AR 72119

INVITATION FOR BID

	Bid Number:	17 3443	Date Issued:	March 1, 2017
	Date & Time Bid Op	ening:	Wednesday, March	15, 2017 at 11:00 a.m.
	BID for	Renovations t	o 116 Main Stre	eet Building
	USE PRI	CING SHEET AT	TACHED WITH SPE	CIFICATIONS
A five pe	ercent (5%) Bid Bond	or certified check	must be submitted with	n the bid.
	CONTRACTORS WH n. MAY BID ON THIS		IE WALK-THROUGH	on Monday, March 6, 2017 o
All questic	ons regarding this BID	must be directed to:	Mary Beth Bowman 50	1-975-8880 or <u>mbowman@nlr.ar.go</u> v
•	obtaining this bid from o our listings for attachme	· •		may occur. It is therefore advisable that
procureme further requ	nt of goods, services, pro	ofessional services, and sible, majority contrac	d construction, either as a	n own business enterprises in the general contractor or sub-contractor. It is actors, seek qualified small, minority,
note: fa	VILURE TO FILL OUT AND	SIGN THE INVITATIO	N TO BID SHEET WILL RE	SULT IN REJECTION OF THE BID.
		EXEC	UTION OF BID	•
	ons, conditions and pertin	•	<u> </u>	irements set forth in this bid, including on, and agree to furnish these articles at
NAME OF	FIRM:		DATE:	
PHONE N	UMBER:	AR TA	X PERMIT NO	
BUSINESS	ADDRESS:			
SIGNATUR	re of authorized per	son & title:		
		11/10/07/55	NDC VVIII DE DEIECTES	

UNSIGNED BIDS WILL BE REJECTED

INVITATION FOR BID

RENOVATION OF THE 116 MAIN STREET BUILDING

A Mandatory Site Inspection will be held on Monday, March 6, 2017 at 10:00 a.m. at the site, 116 Main Street, North Little Rock, Arkansas, for clarification of any questions on the scope of work, specifications, floor plan and site conditions. Only those contractors who attend the Mandatory Site Inspection visit will be allowed to bid on the project.

Requests for information related to this invitation should be directed to:

Mary Beth Bowman Director of Commerce

Work Phone: 501-975-8880 Mobile Phone: 501-690-9657

Email Address: mbowman@nlr.ar.gov
This document can be downloaded from

The Scope of Work is outlined in the bid document. The floor plan indicating which walls to remove, install, etc. can be obtained at the Department of Commerce, 120 Main Street, North Little Rock, AR. The Invitation for Bid will be on the City's website at: www.nlr.ar.gov - click on Government, then Commerce and look under the tab Current Bids and Bid Summaries for this bid. Questions pertaining to this bid will not be received or answered after 10:00 a.m. on March 9, 2017. Questions and answers prior to that date will be inserted on the City's website under the Invitation for Bid for this project.

INVITATION FOR BID RENOVATION OF THE 116 MAIN STREET BUILDING

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RENOVATION OF 116 MAIN STREET BUILDING North Little Rock, AR

1.0 PURPOSE

The intent of this invitation for Bid is to obtain the services of a qualified general contractor to renovate the city owned building at 116 Main Street, North Little Rock, AR (formerly Community Development Agency building). The project involves the phased renovation of an existing building of approximately 3,300 sq. ft., including exterior improvements, interior improvements and new roof. The building will be vacant at the time the work will be performed containing no furniture (except a conference room table).

2.0 COMPETITION INTENDED

It is the City of North Little Rock's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Director of Commerce in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Director of Commerce not later than seven (7) days prior to the date set for bids to close.

3.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the specifications outlined in the Scope of Work and according to the Building, Electrical, Plumbing and HVAC codes approved by the State of Arkansas and City of North Little Rock. All work will be performed in a workmanlike and professional manner.

4.0 INSTRUCTIONS TO BIDDERS

4.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions and General Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. On the front of the envelope when submitting a bid, include Bid number and project title: Renovation of 116 Main Street Building. 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:

Mary Beth Bowman
Department of Commerce
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.

4.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Department of Commerce 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 on 10:00 a.m. on March 9, 2017. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from www.nlr.ar.gov.

4.3 Inspection of Site

All bidders must attend a mandatory on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. The mandatory date is: Monday, March 6, 2017 at 10:00 a.m. A Site Visit Form must be signed by Mary Beth Bowman and attached to your bid. See attachment "A". Only contractors who attend the site visit will be able to bid on project.

4.4 <u>Firm Pricing for City Acceptance</u>

Bid price must be firm for City acceptance for a minimum of ninety (90) days from bid opening date. See Pricing Page Attachment "B".

4.5 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 A CONTRACT. Firm name and authorized signature must appear on cover page of bid. See Attachment "C" for draft Contract.

4.6 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn

from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

4.7 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

4.8 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

4.9 Rights of City

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

4.10 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum. (For clarification purposes, included in the lump sum is the unit item pricing and extended unit price items if applicable.)

4.11 Negotiation with the Lowest Responsible Bidder

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

4.12 <u>Construction Contract Bid Security</u>

Bid security is required for this project. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Bidder can either provide a Bid Bond or certified check to cover the five percent (5%) of the amount of the bid. Non-compliance with this provision requires that

the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner due to the security requirements.

4.13 Performance Bond

A Performance Bond is required if the bid exceeds \$10,000 for repairs, alteration or erection of any public building, public structure or public improvements. If the Bid exceeds \$10,000, the Performance Bond must equal the total amount of the bid.

4.14 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.

4.15 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid unless the bidder knows for certain they have previously submitted a W-9 and the information on the form is current. A copy of this form can be downloaded from the city's website:

http://nlr.ar.gov/cms/One.aspx?portalld=63176&pageId=168464

4.16 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the City.

4.17 <u>Acknowledgement of Contract</u>

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein.

5.0 DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

6.0 SCOPE OF WORK

Contractor will clean and remove all debris from job site upon completion and keep the area around the building free of debris at all times. Water and electricity will be available during the construction period. Building permits will be provided by the City.

6.1 Roof

Bidder will furnish all materials and perform all labor necessary to install a new flat roof. Install new PVC Membrane Roof (Carlisle brand or equal) for full coverage and install per the manufacturer's instructions.

Flush out all drains/gutters/downspouts on roof for full flow of rain water.

6.2 Exterior of Building

Remove all the blue letters on the front of the building, remove fasteners and seal all holes with Polyurethane Mortar Joint Sealant.

Power wash all exterior brick around office building and sidewalk along front of building.

Repair all cracks and holes in stucco on the top cap of roof, install Basecott Sto Fiberglass Mesh Detail 48" or equal on flat surface of top cap and then add a thin layer of texture to all of the top cap for a smooth continuous surface and paint with Sherwin Williams Resilience Exterior Acrylic Latex paint or equal. (Color will be selected by the Owner.)

Remove the metal garage-type overhead door on the rear side of the building. Build a new wall using brick (provided by the Owner), install interior wall using 4X6 studs 16" o.c., install 6" fiberglass insulation between studs. Install gypsum board to match up with existing wall.

Remove enough concrete at the base of the metal overhead door to allow for laying brick at this location and remove all of the concrete ramp inside the storage room on the other side of the metal overhead door. Fill in any areas on the floor where the concrete was removed to provide a smooth and level surface.

6.3 <u>Interior of Building</u>

Remove four walls as designated on floor plan. Be sure to not cut any electrical wires because they will be reinstalled in the new walls. Maintain door units because they will be reused in new walls. The City will provide a dumpster for a period of one month for the building materials that are removed from the building for disposal.

- (1) Remove the wall in the Attorney Office #4 and rebuild new wall moving the wall four feet into the storage room area. Use 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. Reinstall any electrical switches and outlets. Remove the door unit going to the hallway in Attorney Office #4 and close in the opening with 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. Move the double light switch in the storage room to the hallway so the new wall can be built for Attorney Office #4. Save any shelving in the storage room if possible on the wall that is removed.
- (2) Remove the wall in the Attorney Office #3 and rebuild new wall five feet into the Deputy City Attorney's Office. Use 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. Reinstall any electrical switches and outlets.
- (3) Remove the wall in the Office Manager Office and rebuild new wall moving the wall one and one half feet into City Attorney's Office. Use 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. Reinstall door unit at same location in wall and any electrical switches and outlets.
- (4) Remove the door unit in the Men's Restroom and save door unit and a portion of the front wall. Frame out the opening with wood and trim for painting.
- (5) Build new wall approximately 10'1" long separating the Kitchen from the two bathrooms. Install the new wall using 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. Install door unit at location to be decided. New wall will be about installed about 9 feet from the south wall with a 36" door opening.
- (6) Move the electrical receptacle on the west wall closest to the new wall over approximately three feet to the left for the refrigerator. Move the other electrical receptacles to be above the kitchen cabinets along the west wall.
- (7) Remove all the carpet and vinyl baseboard in the building. Be sure to not disturb the 12" X 12" tile flooring.

- (8) Remove the kitchen cabinets but leaving intact the water lines, drain line and shut off valves for new sink.
- (9) Remove the toilet and sink in Men's Restroom and cover sewer line with metal plate to be flush with the floor. Cap off the water and drain lines to be at least ¼" inside of wallboard.
- (10) Build a new wall in lobby area approximately ten feet wide with a 36" door opening for a security door. Build wall approximately 10 feet long using 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls. The opening placement for the door will be determined at the time of construction. (Do not include the cost of the door unit in this bid.)
- (11) Build two "pony" walls at the entry into the Reception room at a height of about 38 ½ inches tall with a cap board on top to be even with the existing counter. Each "pony" wall should be about approximately three feet in length. Build "pony" walls using 2X4 studs 16" o.c. with gypsum board on each side of wall. Tape and texture to match existing walls.

SITE VISIT REPORT

(Must be signed by Mary	Beth Bowman at the f	acility and returned with proposal.)	
Person making the Site Visit for the Contractor:			
	SITE VISIT		
_OCATION	<u>DATE</u>	CONTACT PERSON	
116 Main Street North Little Rock, AR (formerly the Community Development Agency	March 6, 2017 10 a.m.		
Building)		Name of Company	
Approved By:	Powmon Director of C	ommoroo	
Mary Beth Bowman, Director of Commerce			

PRICING PAGE RENOVATION OF THE 116 MAIN STREET BUILDING

(Formerly the Community Development Agency Building)

The fi	rm of		
hereb	y offers to complete all the work in the	e Invitation For Bid docເ	
alloca	ited in the document in a workmanlike	and professional manr	ier.
	rs shall give the price for each of the with a total Base Bid Price.	three (3) categories out	lined in the Scope of
	Item	Price	
	6.1 Roof	\$	
	6.2 Exterior of Building	\$	
	6.3 Interior of Building	\$	
	Total Base Bid Price	\$	
your			
	on to contact regarding this bid:		
Title:_	le:Phone:		
Email	Address:		
Signature:		Date:	
Addre	ess:		

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

CITY OF NORTH LITTLE ROCK, ARKANSAS CONTRACT

This Contract entered into this _	day of	2017, by
(the "Contractor") and City of North L	ittle Rock, AR, (the	e "Owner").

WITNESSETH that the Contractor and the Owner, 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 Owner as set forth in the Bid Documents to make the renovations as described in the Invitation For Bid and Floor Plan to the building at 116 Main Street, North Little Rock, Arkansas, attached hereto and incorporated herein as Exhibit "A" (the "Services"). The Contract Documents shall consist of:
 - (a) The fully executed Contract;
 - (b) The entire Bid Documents dated: March 1, 2017; and.
 - (c) The Contractor's Bid dated March 15, 2017 all of which documents are incorporated herein.
- (2) PERIOD OF PERFORMANCE. Contractor will have fifteen (15) days from the Notice to Proceed to begin the renovations. Contractor has thirty (30) days to complete the Services.
 - (3) Warranties, Representations or Guarantees.
- (a) Authorization. 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, and the execution, delivery, and performance of this Contract have been duly authorized by all requisite corporate action on the part of Contractor.
- (b) Compliance with Laws. Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of its obligations under this Contract and to the provision of the Services.
 - (c) No Violations. 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) Performance Warranty: 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 are performed, and that all Services meet the specifications set forth in the Scope of Contract. 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) Licenses and Permits. 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 render the Services. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.
- (4) TERMINATION. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.
 - (5) CONTRACTOR'S INSURANCE AND PERFORMANCE BOND.
- (a) Required Insurance Coverage. Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. Owner shall not be responsible in case of accident.
 - (b) Performance Bond. A Performance Bond equaling the total amount of any bid

exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building public structure or public improvement (pursuant to Act 351 of 1953 as amended by Act 539 of 1979).

(6) INDEMNIFICATION.

- (a) Indemnification by Contractor. Contractor agrees to hold harmless, defend, and indemnify Owner, its officials, employees and agents ("Indemnified Party" collectively "Indemnified Parties") from and against all claims, damages, losses, and expenses (including without limitation attorneys' fees and cost of litigation) arising out of (i) performance of the Services, except to the extent that such claims, damages, losses, or expenses are caused by the active negligence, sole negligence, or willful misconduct of Owner, or (ii) any breach or default in the performance of any of Contractor's obligations hereunder including, without limitation, any breach of any warranty or representation.
 - (b) Defense of Claims. In the event an Indemnified Party is made a party to any action

or proceeding by reason of any matter for which Contractor has hereby agreed to indemnify the Indemnified Party, then Contractor, upon notice from Owner, shall defend such action or proceeding on behalf of the Indemnified Party at Contractor's sole cost and expense. If Contractor's attorney is not vigorously or adequately defending any such claim, the Indemnified Party shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any proceedings or actions related to such claims and to have its attorneys' fees and cost in connection therewith paid by Contractor. Notwithstanding the foregoing, Owner may participate at any time in proceedings with counsel of its own choosing at its own cost.

- (c) Judgment or Settlement of Claims. Contractor shall not consent to the entry of any judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages to be paid solely by Contractor or its insurance carrier and does not impose an injunction or other equitable relief upon the Indemnified Party.
 - (7) 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.

- (8) 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.
- (9) 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 Owner.
 - (10) DISPUTE RESOLUTION; LEGAL FEES.
- (a) 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), the parties may choose any other available legal means to settle the Dispute. 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.
- (b) Legal Fees and Costs. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.
- (11) 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.
- (12) 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.

- (13) 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.
- (14) 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.
- (15) FILING. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

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

City of North Little Rock	Contractor
By: Joe A. Smith, Mayor	By:
	Name/Title
ATTEST:	
Diane Whitbey. City Clerk	