

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



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/PROPOSAL COVER SHEET

Bid Number : _____ 17-3464 _____ Date Issued: _____ May 2, 2017

Date & Time Bid Opening: _____ Tuesday, May 16, 2017 at 10:00 a.m.

Athletic Field Chemicals and Products for 2017

Estimated Total for 2017 \$ _____

An itemized pricing sheet is included (Attachment A) and must be completed.

Plans, specifications, proposal forms and other contract documents may be examined at the following locations:

- Commerce Department, 120 Main Street, North Little Rock, AR 72114
- www.northlittlerock.ar.gov

→ Please direct technical questions and/or comments to: Warren DeBusk at wdebusk@nlrpr.org.

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

Responses to relevant questions will be posted on the Commerce web page at www.nlr.ar.gov, click on the tab "Business", click on "Bids and Vendors" and then click on "Current Bids".

NO QUESTIONS WILL BE TAKEN AFTER 4:00 P.M. ON THURSDAY, MAY 11, 2017.

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.

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.

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.: _____

Tax I.D. #: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____, 2017

UNSIGNED COVER SHEETS STATEMENTS WILL BE REJECTED

**TERMS AND STANDARD CONDITIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS**

PLEASE READ CAREFULLY

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 and Governmental Relations.
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 and Governmental Relations.
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 \$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 or 1953 as amended by Act 539 of 1979).
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, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119

INVITATION FOR BID
North Little Rock Parks and Recreation Maintenance
Athletic Field Chemicals and Products

1.0 PURPOSE

The intent of this Invitation For Bid is to obtain bids for chemical and fertilizer for our athletic fields for the 2017 calendar year. All the Granular products must meet these specs that we have listed. The chemicals can be generic, but must be an equal product to what is listed. We reserve the right to not accept any product we do not feel is beneficial to our program. We reserve the right to not accept products in larger containers than 2.5 gallons. All products will be purchased on an as needed basis and must be able to achieve delivery within 72 hours (2-3 business days) from time/day order is placed. Quantities are based on usage during previous years and are predictions of what we plan to use this year.

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

This IFB shall be in accordance with the specifications outlined in this Bid document.

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: Bid for purchasing Athletic Field Chemicals and Products. 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:

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 4:00p.m. on Thursday, May 11, 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.

Contact the following person for questions regarding the bid specifications:

Warren DeBusk
wdebusk@nlrpr.org

4.3 Firm Pricing for City Acceptance

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

4.4 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.

4.5 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.

4.6 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.

4.7 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.)

4.8 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.

4.9 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.

4.10 W-9 Form Required

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

4.11 Acknowledgement of Contract

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

5.0 TERM OF CONTRACT

It is the intent of the City to enter into a one (1) year contract with the option to extend the contract for four (4) additional one (1) year periods upon mutual agreement of both parties.

6.0 ESCALATION CLAUSE

Quoted prices must remain firm for the first annual term of the contract. At the time of renewal, the contractor may request a price adjustment, not to exceed an increase of 5% provided the contractor submits acceptable documentation that an increase for particular chemicals has been experienced. Acceptable documentation includes but is not limited to manufacturer's dated price list or

invoices (before and after price increase) and manufacturer's letters certifying the date and the amount of the cost increase. In the event of a general price schedule decrease, the Owner shall be guaranteed full benefit of the price reduction. Requests for price adjustment shall be submitted to the Parks and Recreation Department, Attention: Jeff Caplinger, 2700 Willow Street, North Little Rock, AR 72115. The contractor must request a price adjustment with required documentation at least 60 days before the renewal date.

7.0 TERMINATION OF CONTRACT

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 chemicals, disputed product, 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.

8.0 NON-APPROPRIATION OF FUNDS OR CHANGE IN LAW

Notwithstanding any other provision of this Contract, and subject to the limitations set forth below, the Owner shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 5.1 Appropriation of funds sufficient to allow the Owner to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under Contract; or
- 5.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Owner to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Owner in its sole discretion; or
- 5.3 If the Owner'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
- 5.4 If the Owner's duties, programs or responsibilities are modified or materially altered; or

- 5.5 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 Owner's ability to fulfill any of its obligations under this Contract. The Owner 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.

9.0 Granular Products

24-6-12 or 28-3-10

- Quantity: 1,512 bags (50 lb bags)
- Specifications:
 - with a 50% Uflex slow release capsule (no substitutions)
 - 2% Iron minimum
 - Greens Grade

17-17-17

- Quantity: 210 Bags (50 lb bags)
- Specifications:
 - 5% Iron

10.0 K-mag 00-00-22 Potassium Magnesium Sulfate

- Quantity: 252 bags (50 lb bags)
- Specifications:
 - Soluble Potash (k₂o).....22%
 - Magnesium (Mg) Total10.80%
 - Water Soluble Magnesium
 - Sulfur (S)22%
 - Greens Grade

11.0 Maxi Cal S Calcium Sulfate

- Quantity: 350 bags (50 lb bags)
- Specifications:
 - 0-0-0
 - Plus 20% Calcium (Ca) & 14% Sulfur (S)
 - Guaranteed Analysis
 - Calcium Sulfate Dihydrate (CaSO₄ – DH₂O).....90%

- Calcium Sulfate (CaSO₄) (Florida)67%
- Calcium (Ca).....20%
- Sulfur (S)
 -14%
 - 14% Combined Sulfur (S) Derived from Gypsum (CaSO₄-2H₂O), a mined Gypsum
 - 2.0% Water Soluble Binder (Prox)
 - 1.0% Moisture (Maximum)
- Greens Grade

12.0 Chemical Products

<u>Item Description</u>	<u>Quantity</u>
Round up (Glyphosate)	60 gallons
Garlon	15 gallons
Three-Way / Tri-mec (2, 4-D; Mecoprop-p; and Dicamba	100 gallons
Surfactant	10 gallons
Anti-foam	24 bottles (at 16 oz per bottle)
	55 gallons
Princept/Simazine	-OR-
	150 lbs of Water Dispensable Granule
	40 gallons
Barricade(Prodiamine)	-OR-
	120 lbs of Water Dispensable Granule
Revolver (Foramsulfuron)	174 oz
Certainty (Sulfosulfuron)	100 oz
Carbaryl Insecticide	100 gallons
Growth Regulator (Trinexapac-ethyl	15 gallons
Iron 12-0-0	100 gallons
Fire ant bait (advion)	100 lbs

Price Sheet

ATTACHMENT "A"

Athletic Field Chemicals and Products

**For those items with an option, please indicate which option is being priced.*

Item	Number of Units	Price per unit	Total
* <input type="checkbox"/> 24-6-12 * <input type="checkbox"/> 28-3-10	1,512 (50 lb bags)	\$ _____	\$ _____
17-17-17	210 (50 lb bags)	\$ _____	\$ _____
K-mag 00-00-22 Potassium Magnesium Sulfate	252 (50 lb bags)	\$ _____	\$ _____
Maxi Cal S Calcium Sulfate	350 (50 lb bags)	\$ _____	\$ _____
Round up (Glyphosate)	60 gallons	\$ _____	\$ _____
Garlon	15 gallons	\$ _____	\$ _____
Three-Way / Tri-mec (2, 4-D; Mecoprop-p; and Dicamba)	100 gallons	\$ _____	\$ _____
Surfactant	10 gallons	\$ _____	\$ _____
Anti-foam	24 (16 oz bottles)	\$ _____	\$ _____
*Princept/Simazine	<input type="checkbox"/> 55 gallons <input type="checkbox"/> 150 lbs of Water Dispensable Granule	\$ _____	\$ _____
*Barricade(Prodiamine)	<input type="checkbox"/> 40 gallons <input type="checkbox"/> 120 lbs of Water Dispensable Granule	\$ _____	\$ _____
Revolver (Foramsulfuron)	174 oz	\$ _____	\$ _____
Certainty (Sulfosulfuron)	100 oz	\$ _____	\$ _____
Carbaryl Insecticide	100 gallons	\$ _____	\$ _____
Growth Regulator (Trinexapac-ethyl)	15 gallons	\$ _____	\$ _____
Iron 12-0-0	100 gallons	\$ _____	\$ _____
Fire ant bait (advion)	100 lbs	\$ _____	\$ _____

Estimated Total for 2017 \$ _____

CONTRACT

DRAFT CONTRACT

**FOR ATHLETIC FIELD CHEMICALS AND PRODUCTS
PARKS AND RECREATION DEPARTMENT
NORTH LITTLE ROCK, ARKANSAS**

This Contract entered into this ____ day of _____, 20____, by _____ (the "Contractor") and the City of North Little Rock, AR, (the "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 attached hereto and incorporated herein as Exhibit "A" (the "Project"). The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: _____;
- (c) The Contractor's Bid dated _____ all of which documents are incorporated herein; and,
- (d) The Price Sheet.

2. Compensation.

Contractor agrees to provide the chemicals and products according to the Price Sheet, Attachment "A", under the terms stated in the Bid Document.

The Owner agrees to pay the Contractor in current funds for the Chemicals and Products purchased under the Contract as meeting the specifications set forth in the Bid Documents.

3. Period for Performance.

Contractor agrees that the City will purchase on an as needed basis all products and must be able to achieve delivery within 72 hours (2-3 business days) from time/day order is placed.

4. Non-Appropriation of Funds or Change in Law.

Notwithstanding any other provision of this Contract, and subject to the limitations set forth below, the Owner shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

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

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

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

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

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

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

5. 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 chemicals and products 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.

6. 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) Failure to deliver chemicals and products within 72 hours (2-3 business days) from time/day order is placed.

(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 Owner 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 Owner of such breach.

7. Default by the Owner.

The Owner shall be deemed to be in default under this Contract if, there being no *bona fide* dispute, the Owner fails to pay Contractor the Compensation stated herein within forty-five (45) days of accepting the chemicals and products provided by the Contractor.

8. Remedies.

If any event of default occurs and is not cured by the defaulting party within period specified herein, the parties shall comply with dispute resolution as described in paragraph 10 prior to employing any other remedy then available to it, whether at law or in equity.

9. Dispute Resolution; Legal Fees.

In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Contract or the acts or omissions of the parties with respect to this Contract (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), any other available legal means to settle the Dispute may be chosen. Each party agrees that a violation or threatened violation of this Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

10. Insurance.

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 Bid Documents, including 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.

11. Indemnification.

(a) The Contractor shall indemnify and hold the Owner 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 Owner 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 Owner.

(b) The foregoing indemnification by the Contractor is not a waiver of the Owner'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.

15. 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.

16. 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.

17. Modification.

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

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 THE FOLLOWING 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

By: _____
Joe A. Smith, Mayor

By: _____

Name/Title

ATTEST:

Diane Whitbey, City Clerk

This Contract reviewed and approved
by:

C. Jason Carter, City Attorney

BY: _____
Deputy City Attorney