

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 Phone
501-975-8885 Fax

INVITATION TO BID

Bid Number : _____ 17-3468 _____ Date Issued: _____ May 19, 2017

Date & Time Bid Opening: _____ Thursday, June 8, 2017 at 10:00 a.m.

ADDENDUM #1

Roof Replacement at the Rose City Community Center 400 Rose Lane, North Little Rock 72117

Total Project Bid Price: \$ _____

A five percent (5%) bid bond or certified check must be submitted with the bid.

Revised Specifications are attached.

A site visit is required for the bid to be considered. A form (Appendix A) will be completed at the site visit to be submitted with the bid.

→ **Mandatory Site Visit** – May 30, 2017 at 2:00 p.m. Meet at the Rose City Community Center located at 400 Rose Lane, North Little Rock, Arkansas 72117

Technical questions regarding the bid should be directed to:

Tina Worrell
tworrell@nlr.ar.gov

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

Addendum #1 Acknowledgement

Upon signing this acknowledgment, the bidder certifies that they have read and agree to the requirements set forth in this Addendum, 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: _____

PHONE NUMBER: _____ AR TAX PERMIT NO. _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON &
TITLE: _____

UNSIGNED BIDS/ADDENDUM ACKNOWLEDGEMENTS WILL BE REJECTED

INVITATION FOR BID

City of North Little Rock - Parks and Recreation Department Rose City Community Center Roof Replacement

General Statement

The City of North Little Rock Parks and Recreation Department ("City") is seeking qualified parties to submit bids, including a pricing summary for the rehabilitation of the roof caused by hail damage on the Rose City Community Center (400 Rose Lane, North Little Rock, Arkansas 72117).

The existing Community Center is composed of an upper and lower roof. Composition of the existing roof systems are as follows:

The existing upper roof system is supported by steel joist with tectum decking. Layers above the tectum deck are 2"± of lightweight concrete (zonolite), built-up roof with gravel, 1½"± wood fiber insulation, built-up roof, slip (separation) sheet and a 50 mil polyvinyl chloride (PVC) single-ply membrane.

The existing lower roof system is supported by steel joists with corrugated metal decking. Layers above the metal decking are 2"± of lightweight concrete (zonolite), 1½"± wood fiber insulation, built-up roof, slip (separation) sheet and a 50 mil polyvinyl chloride (PVC) single-ply membrane.

Scope of Work

1. Contractor will furnish all materials and perform all labor necessary to install a new rehabilitated upper and lower flat roof system.
2. Prior to construction, the Contractor shall submit all proposed material specifications to the Chief City Engineer for review and approval.
3. All roofing materials, TPO Fleece Back system, Coverboard, Poly-ISO insulation, flashing, etc. must have a twenty (20) year labor and material warranty.
4. Contractor will clean and remove all debris from job site upon completion.
5. The upper and lower roof area measures approximately 16,600± square feet.
6. Aerial image of roof area to be replaced is in Appendix B.

UPPER ROOF REQUIREMENTS:

- a) Remove existing roof material down to the top of the existing lightweight concrete (zonolite).
- b) Furnish and install fully-adhered glued 1" Polyisocyanurate Insulation with Manufacturer's approved adhesive.

- c) Furnish and install fully-adhered glued ½" Dens Deck Prime/ Securock Coverboard with Manufacturer's approved adhesive.
- d) Furnish and install fully-adhered glued 60 mil TPO Fleece Back Membrane (115 mils including fleece) with Manufacturer's approved TPO bonding adhesive as Manufactured by Mule Hide, Carlisle, GAF or approved equal. Hot air weld membrane seams with an automatic hot air welding machine per Manufacturer's requirements.
- e) All penetrations will be flashed, fitted with molded boots and/or pitch pans as required. Prior to construction, Contractor shall coordinate with Chief City Engineer on procedures and methods for all roof penetration protection.
- f) All curbs will be flashed with 60 mil unsupported flashing and molded corners per Manufacturer's recommendations.

LOWER ROOF REQUIREMENTS:

- a) Remove existing roof material down to the top of the existing built-up roof.
- b) Furnish and install, mechanically attached to existing steel decking, 1" Polyisocyanurate Insulation and ½" Dens Deck Prime/ Securock Coverboard with Manufacturer's approved anchor screw fasteners and pattern spacing. Prior to construction, Contractor shall submit fastener size, length and pattern spacing to the Chief City Engineer for review.
- c) Furnish and install fully-adhered glued 60 mil TPO Fleece Back Membrane (115 mils including fleece) with Manufacturer's approved TPO bonding adhesive as Manufactured by Mule Hide, Carlisle, GAF or approved equal. Hot air weld membrane seams with an automatic hot air welding machine per Manufacturer's requirements.
- d) All penetrations will be flashed, fitted with molded boots and/or pitch pans as required. Prior to construction, Contractor shall coordinate with Chief City Engineer on procedures and methods for all roof penetration protection.
- e) All curbs will be flashed with 60 mil unsupported flashing and molded corners per Manufacturer's recommendations.

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 a Contract nor excuse him/her 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 the 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.

A form (Appendix A) will be completed at the site visit to be submitted with the bid.

Mandatory Site Visit – *May 30, 2017 at 2 p.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 ten (10) years in commercial flat roofing business.

Selection Criteria

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

Submission of Bids

Two copies of the bid must be submitted in a sealed envelope and clearly marked “RCCC Roof” 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”. No questions will be taken after May 31, 2017.

Questions related to the Bid should be directed to either:

Tina Worrell
tworrell@nlr.ar.gov

Bidder’s Certification

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

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

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

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 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 performed 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. 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.

Bid Bond

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

APPENDIX A

Site Visit Report

(Must be signed by either Megan Johnson or Tina Worrell and returned with bid)

Person making the Site Visit for the Contractor: _____

Site Visit

Location

Date

Contact Person

Rose City Community Center

400 Rose Lane., NLR, AR

APPENDIX B

Aerial Image of Roof Area



DRAFT

CONTRACT

FOR ROSE CITY COMMUNITY CENTER ROOF REPLACEMENT

THIS **CONTRACT** is made this ____ day of _____, 2017, by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the "City,") acting herein through its Mayor, Joe A. Smith, and _____, (hereinafter "Contractor"), a _____ duly authorized to do business in the State of Arkansas.

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

1. Scope of Work

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

2. Contract Documents

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

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: _____;
- (c) The Contractor's Bid dated _____.

3. Compensation

The City shall pay Contractor for the services and labor as stated in the attached Bid Documents ("Compensation"). All invoices submitted to the City by Contractor shall list in detail the services provided.

Further, Contractor agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Bid Documents.

4. Non-Appropriation of Funds or Change in Law

Notwithstanding any other provision of this Contract, 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 such 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 and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

The City shall provide Contractor with written notice of termination pursuant to this section.

5. Commencement of Work

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

6. Site Electrical Power

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

7. Warranties and Representations

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

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

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

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

(d) The Contractor represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Contractor further represents and warrants that Contractor and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

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

8. Default by Contractor

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

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

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

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

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

9. 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.

10. 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 11 prior to employing any other remedy then available to it, whether at law or in equity.

11. 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 five (5) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), any other available legal means to settle the Dispute may be chosen. Each party agrees that a violation or threatened violation of this Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

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

12. Insurance

Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount of \$1,000,000, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident. A Performance Bond equaling the total amount of any bid exceeding \$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 Act 351 of 1953 as amended by Act 539 of 1979).

13. 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.

14. Notices

All notices and other communications pertaining to this Contract shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communication by the City and Contractor pertaining to this Contract shall be addressed as follows:

If to the City: North Little Rock Parks and Recreation
Attention: Tina Worrell
2700 Willow Street
North Little Rock, AR 72114

With a copy to: North Little Rock City Attorney
Attention: C. Jason Carter, City Attorney
116 Main Street
North Little Rock, AR 72114

If to Contractor: _____
Attention: _____

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

15. Choice of Law

The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

16. Non-Waiver

No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be a waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

17. No Assignment

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

18. Severability

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

19. 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.

20. 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.

21. 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.

22. 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: _____

Title

Diane Whitbey, City Clerk

Contract reviewed and approved by:
C. Jason Carter
North Little Rock City Attorney

BY: _____
Deputy City Attorney

**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