

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, Arkansas 72114
501-975-8881 Phone
501-975-8885 Fax

INVITATION FOR BID

Bid Number: 17 -3470 Date Issued: Monday, June 5, 2017

Date & Time Bid Opening: Friday, June 16, 2017 at 10:00 a.m.

**BID for Renovations of Two Bathrooms at Fire Station #9
Located at Osage and JFK (2309 Osage Dr.), North Little Rock, AR**

USE PRICING SHEET ATTACHED WITH SPECIFICATIONS

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

ONLY CONTRACTORS WHO ATTENDED THE WALK-THROUGH ON THURSDAY, JUNE 8, 2017 at 11:00 a.m. MAY BID ON THIS PROJECT

All questions regarding this BID must be directed to: Mary Beth Bowman 501-975-8880 or mbowman@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.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: _____ DATE: _____

PHONE NUMBER: _____ AR TAX PERMIT NO. _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

UNSIGNED BIDS WILL BE REJECTED

INVITATION FOR BID

**RENOVATION OF TWO BATHROOMS AT FIRE STATION AT OSAGE
AND JFK, NORTH LITTLE ROCK**

This bid will consist of bidding on the renovation of two bathrooms at the Fire Station at Osage and JFK (2309 Osage Drive), North Little Rock, AR.

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

The Scope of Work is outlined in the bid document. The bathrooms will bid separately within this Bid Document. Depending on the bids, we will start with renovation the Master Bathroom first and if funds are available, the second bathroom will also be renovated. 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 June 12, 2017. Questions and answers prior to that date will be inserted on the City's website under the Invitation for Bid for this project.

RENOVATION OF TWO BATHROOMS IN THE FIRE STATION AT OSAGE AND JFK 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 fire station at Osage and JFK, North Little Rock, AR. The project involves bidding on renovation of two bathrooms. The master bathroom is approximately 50 sq. ft. and the second bathroom is approximately 47 sq. ft. The bathrooms are located in a Fire Station so work will have to be scheduled around the firefighters and their activities. The bathrooms will be bid on separately to ensure there is adequate funds. If only one bathroom can be renovated, the master bathroom will be the first one to renovate.

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 Bathrooms at Fire Station. 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 June 12, 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 and Conditions

Before submitting a bid, the bidder must attend a mandatory walk-through of the bathrooms. Only those who are present for the mandatory walk-through will be allowed to bid on the project. **The date for the mandatory walk-through is Thursday, June 8, 2017 at 11: 00 a.m.**

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 Owner. No statement made by any officer agent or employee of the Owner in relation to the physical conditions pertaining to the work site, will be binding on the Owner.

4.4 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" and "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 Late Bids
LATE bids will go UNOPENED.
- 4.8 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.
- 4.9 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.)
- 4.10 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.
- 4.11 Construction Contract Bid Security
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.

4.12 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.

4.13 W-9 Form Required

Each bidder shall submit a completed W-9 form unless one is already on file for the bidder.

4.14 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.

4.15 Acknowledgement of Contract

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

4.17 Subcontracts

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

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties.

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 FOR MASTER BATHROOM ONLY (APPROXIMATELY 50 SQ. FT.)

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

6.1 Walls

- (1) Paint all walls in the bathroom for full coverage using Sherwin Williams Duration Interior Acrylic Latex Eggshell finish paint or equal. Color is Requisite Gray SW7023. Repair any holes, imperfections, etc. in the gypsum board before painting. Caulk any areas needed where trim, baseboard, etc. connects to the wall. Any remaining paint will be property of the owner.

Remove hardware and hardware accessories, plates, machined surfaces and similar items already installed that are not to be painted or tape those items. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

Sand, clean and prepare surfaces to be painted according to manufacturer's written instructions.

- (2) Paint all trim around doors, kitchen cabinets, etc. for full coverage using Sherwin Williams Duration Interior Semi-gloss latex paint or equal. Caulk all gaps as needed. Color is Elder White SW7014. Any remaining paint will be property of the owner.

Sand lightly all wood to be painted for smooth surface and clean surface before painting. Prime any wood if required.

6.2 Flooring

- (1) Remove the floor covering and rotted subflooring.
- (2) Install one sheet of pressure treated plywood to replace existing subfloor. Remove the floor vent since the vent is not operable.
- (3) Remove and replace one 2" X 6" rotted floor joist.
- (4) Install tile on the floor. Size of tile approximately 18" X 18" - Owner will select color. Install same tile as the baseboard for the bathroom – approximately 4" in height. Grout color will be selected by the Owner.

6.3 Shower

- (1) Remove all existing tile on walls, floor and entry step. Install new shower pan and new ½ inch tile backer cement board.
- (2) Install new subway tile on walls and entry step. SUBWAY TILE WILL BE PROVIDED BY THE OWNER. Include installation of tile, glue and grout in your bid only.
- (3) Install Merola tile University Light Grey 11-3/4 in. x 11-3/4 in X 5 mm Porcelain Mosaic or equal on floor of shower.

6.4 Remove and Install Bathroom Vanity

- (1) Remove vanity, sink and disconnect water lines from faucet.
- (2) **INSTALL ONLY** vanity/sink and faucet. Owner will purchase a vanity with a sink already installed and a faucet. New vanity will be approximately 40 – 45 inches long. Contractor will install the vanity/sink and faucet to existing water lines. Contractor will be responsible for any additional connectors, new water lines, etc. when connecting the faucet and drain if needed.

6.5 Installation of Toilet

- (1) Remove existing toilet and discard. Install new toilet and wax ring. Make certain toilet is operating properly. **Owner will provide the toilet.**

7.0 **SCOPE OF WORK FOR SECOND BATHROOM ONLY (APPROXIMATELY 47 SQ. FT.)**

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

7.1 Walls

- (1) Paint all walls in the bathroom for full coverage using Sherwin Williams Duration Interior Acrylic Latex Eggshell finish paint or equal. Color is Requisite Gray SW7023. Repair any holes, imperfections, etc. in the gypsum board before painting. Caulk any areas needed where trim, baseboard, etc. connects to the wall. Any remaining paint will be property of the owner.

Remove hardware and hardware accessories, plates, machined surfaces and similar items already installed that are not to be

painted or tape those items. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

Sand, clean and prepare surfaces to be painted according to manufacturer's written instructions.

- (2) Paint all trim around doors, kitchen cabinets, etc. for full coverage using Sherwin Williams Duration Semi-gloss latex paint or equal. Caulk all gaps as needed. Color is Elder White SW7014. Any remaining paint will be property of the owner.

Sand lightly all wood to be painted for smooth surface and clean surface before painting. Prime any wood if required.

- (3) Replace the rusted air vent in ceiling with new vent.

7.2 Flooring

- (1) Remove the floor covering and rotted subflooring.
- (2) Install one sheet of pressure treated plywood to replace existing subfloor. Remove the floor vent since the vent is not operable.
- (3) Remove and replace one 2" X 6" rotted floor joist.
- (5) Install tile on the floor. Size of tile approximately 18" X 18" - Owner will select color. Install same tile as the baseboard for the bathroom – approximately 4" in height. Grout color will be selected by the Owner.

7.3 Shower

- (4) Remove existing tub and install new walk-in shower with shower pan and drain. Install new ½ inch tile backer cement board.
- (5) Install Subway Tile on the walls of the shower. **SUBWAY TILE WILL BE PROVIDED BY THE OWNER. Include installation of tile, glue and grout in your bid only.**
- (1) Install Merola tile University Light Grey 11-3/4 in. x 11-3/4 in X 5 mm Porcelain Mosaic or equal on floor of shower.

- (2) Install DreamLine Enigma-X 56 in. to 60 in. x 76 in. Frameless Sliding Shower Door in Brushed Stainless Steel or equal.

7.4 Remove and Install Bathroom Vanity

- (1) Remove vanity, sink and disconnect water lines from faucet.
- (2) **INSTALL ONLY** vanity/sink and faucet. Owner will purchase a vanity with a sink already installed and a faucet to be installed. New vanity will be approximately 40 – 44 inches long. Contractor will install the vanity/sink and faucet to existing water lines. Contractor will be responsible for any additional connectors, new water lines, etc. when connecting the faucet and drain if needed.

PRICING PAGE
RENOVATION OF MASTER BATHROOM AT THE FIRE STATION AT
2309 OSAGE DRIVE

The firm of _____ hereby offers to complete all the work in the Invitation For Bid document within the time allocated in the document in a workmanlike and professional manner.

Bidders shall give the price for each of the categories outlined in the Scope of Work with a total Base Bid Price.

Item	Price
6.1 Walls	\$
6.2 Flooring – Item # (1)	\$
Item # (2)	\$
Item # (3)	\$
Item # (4)	\$
6.3 Shower	\$
6.4 Remove and Install Bathroom Vanity	\$
6.5 Installation of Toilet	\$
TOTAL BASE BID	\$

Attention bidders: Do not make any exceptions or make any qualifications to your bid unless allowed in bid document.

Person to contact regarding this bid: _____

Title: _____ Phone: _____

Email Address: _____

Signature: _____

PRICING PAGE
RENOVATION OF SECOND BATHROOM AT THE FIRE STATION AT
2309 OSAGE DRIVE

The firm of _____ hereby offers to complete all the work in the Invitation For Bid document within the time allocated in the document in a workmanlike and professional manner.

Bidders shall give the price for each of the categories outlined in the Scope of Work with a total Base Bid Price.

Item	Price
7.1 Walls	\$
7.2 Flooring – Item # (1)	\$
Item # (2)	\$
Item # (3)	\$
Item # (4)	\$
7.3 Shower	\$
7.4 Remove and Install Bathroom Vanity	\$
TOTAL BASE BID	\$

Attention bidders: Do not make any exceptions or make any qualifications to your bid unless allowed in bid document.

Person to contact regarding this bid: _____

Title: _____ Phone: _____

Email Address: _____

Signature: _____

CONTRACT

RENOVATIONS OF BATHROOMS AT FIRE STATION _LOCATED AT 2309 OSAGE DRIVE 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: _____; and.
- (c) The Contractor's Bid dated _____ all of which documents are incorporated herein.

2. Compensation.

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

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

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

3. Period for Performance.

Contractor will have fifteen (15) days from the Notice to Proceed to begin the renovations. Contractor has thirty five (35) days to complete the Services.

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. Changes.

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change to this Contract shall be valid unless duly approved and issued in writing by the City of North Little Rock Department of Commerce. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of North Little Rock Department of Commerce.

6. 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.

7. Default by Contractor.

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

(A) Exceeding by more than fifteen (15) days the scheduled performance dates ;
or

(B) Failure to perform any material obligation or covenant under this Contract and does not correct or substantially cure such failure, default, or breach within fifteen (15) days after Contractor's receipt of written notice from 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.

8. 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 completion of Project.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

**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