

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 Facsimile

INVITATION FOR BID

Bid Number: 17-3492 Date Issued: Wednesday, September 27, 2017

Date & Time Bid Opening: Monday, October 9, 2017 at 10:00 a.m.

Renovations to Vehicle/Maintenance Garage Building at 1208 Sycamore Street

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 Monday, October 2, 2017 at 10:00 a.m. MAY BID ON THIS PROJECT

All questions regarding this BID must be directed to: Kenny Brock at 501-340-5371 or kbrock@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 and Title: _____

UNSIGNED BIDS WILL BE REJECTED

City of North Little Rock, Arkansas

INVITATION FOR BID

RENOVATION OF THE VEHICLE/MAINTENANCE GARAGE BUILDING AT 1208 SYCAMORE STREET

This bid consists of four different bids with a total for all the work. If there is insufficient funds to do all the work, the floor tile work and/or painting of the interior of the building may be delayed to a later date and rebid.

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

Kenny Brock
Director of Vehicle Maintenance
Work Phone: 501-340-5371
Email Address: kbrock@nlr.ar.gov

The Scope of Work is outlined in the bid document. 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 Monday, October 5, 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 THE VEHICLE/MAINTENANCE GARAGE BUILDING AT 1208 SYCAMORE STREET – 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 make certain renovations to the city owned Vehicle/Maintenance Garage building at 1208 Sycamore Street, North Little Rock, AR. The project involves insulating the ceiling in the garage/shop area, installing tile in the bathrooms and office areas, and painting the garage/shop walls and doors.

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. Mary Beth Bowman at mbowman@nlr.ar.gov

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 code 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 Vehicle/Maintenance Garage Building. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

Mary Beth Bowman
Department of Commerce
120 Main Street
North Little Rock, AR 72114

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

4.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. Kenny Brock, Director of the Vehicle Maintenance Department, 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 Monday, October 5, 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.

Kenny Brock
kbrock@nlr.ar.gov
501-951-2717

4.3 Inspection of Site and Conditions

All bidders must attend a mandatory on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. The mandatory date is: Monday, October 2, 2017 at 10:00 a.m. A Site Visit Form must be signed by Kenny Brock and attached to your bid. See attachment "A". Only contractors who attend the site visit will be able to bid on project.

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 one hundred twenty (120) days from bid opening date. See Pricing Page Attachment "B".

4.5 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on cover page of bid. See Attachment "C" for draft Contract.

- 4.6 Withdrawal of Construction Contract Bid Due to Error
A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- 4.7 Late Bids
LATE bids will remain 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 Performance Bond

A Performance Bond is required if the bid exceeds \$20,000 for repairs, alteration or erection of any public building, public structure or public improvements. If the Bid exceeds \$20,000, the Performance Bond must equal the total amount of the bid.

4.13 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.

4.14 W-9 Form Required

Each bidder shall submit a completed W-9 form.

4.15 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.

4.16 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.

4.18 Permits

Since the City is the owner of this building, the City will obtain the building permit at no cost to the bidder.

5.0 DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to provide a drug-free workplace for the Contractor’s employees. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with

this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

6.0 SCOPE OF WORK

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

6.1 Insulation of Garage Shop and Parts Room Ceilings

The City is providing all the materials so the bid will only include the labor for this item. The space is approximately 10,000 SF. The product the City purchased is RetroShield System and must be installed according to the manufacturer's instructions. The manufacturer (FiFoil) of the product will provide free installation training which also includes videos if needed.

The City will move all machinery or other obstructions. WORK WOULD NEED TO BE DONE AFTER HOURS AND/OR WEEKENDS.

Bidder is required to properly dispose of any debris or trash due to the installation of the insulation.

6.2 Installation of Floor Tile and Milled Baseboard

- (1) Install 6" X 24" Madieira Oak Floor Tile to cover approximately 927 sq. ft. in the offices, foyer, and bathrooms. The City will provide the Floor Tile but the bidder must provide the adhesive, grout and labor. The grout color shall be selected by the Owner. Do not remove the existing (VCT) vinyl composite floor tiles as they are currently intact. Upon installation if a few unsecured VCT floor tiles are discovered to not be adhered adequately to the concrete slab, they will need to be secured properly before installing the new Floor Tile.

The City will move all furniture and fixtures in/out of these areas. WORK WOULD NEED TO BE DONE AFTER HOURS AND/OR WEEKENDS.

Bidder is required to properly dispose of any debris or trash due to the installation of the floor tile.

- (2) Remove the existing baseboard and install 5/8 inch X 4 -5 inch MDF primed base baseboard in the offices, foyer and bathrooms. Bid will include materials and labor.

Miter all joints for outside and inside corners. Caulk any gaps in joints and along wall.

Paint baseboard a brown color to match as closely to the existing door frame color. Paint for full coverage. The paint shall be Sherwin Williams ProClassic Acrylic Interior latex gloss paint or equal.

6.3 Interior Painting of the Shop and 20 Garage Doors (Interior Only)

Paint all interior walls in the shop – the surface of the walls is metal. Paint 20 metal garage doors (interior only). Prepare wall and door surfaces so they are clean and remove any peeling paint, rust, etc. before new paint is applied. Use Sherwin Williams Sher Cryl 1300 or equal for the beams, walls and garage doors. The Owner will select the color but it will be a white tone in a semi-gloss or glossy finish.

Paint walls and doors for full coverage. Any remaining paint will be property of the owner.

6.4 Refurbish Existing R Panel Roof

Power wash entire surface. Clean metal areas where existing coating has failed. Feather sand coating back to metal. Coat with Sherwin Williams or equal metal primer. Close any overlaps with gaps using Sherwin Williams or equal premium roofing tape. Overlay existing skylights with R panel metal. Seal same with Sherwin Williams or equal tape and cover tape with Uniflex elastomeric coating. Tighten and replace screws that spin out. Cover screws with elastomeric. Repair and replace roof profusions. Spray surface with gray Uniflex undercoat at a rate of one gallon per square. After proper drying time, apply a second coat of white finish coat of Uniflex at a rate of one 1 ½ gallons per square. Replace gutter extension over office with pipe that will carry water to the ground on both sides.

Bidder must install the materials per manufacturer's installation requirements so City can purchase a ten year warranty on labor and material system. An adhesive test must be performed to ensure compatibility. No charge for this test if Sherwin Williams products are used – do not know about other companies so provide proof that this

test will be provided if other products are used and what the cost is for a ten year warranty on labor and material system.

Please indicate the brand name of the primer, tape, etc. you are bidding on: _____

Bidder is required to properly dispose of any debris or trash due to refurbishing the roof.

SITE VISIT REPORT

(Must be signed by Kenny Brock at the facility and returned with proposal.)

Person making the Site Visit for the Contractor: _____

SITE VISIT

<u>LOCATION</u>	<u>DATE</u>	<u>CONTACT PERSON</u>
1208 Sycamore Street North Little Rock, AR (Vehicle Maintenance Building)	October 2, 2017 10 a.m.	_____ _____ Name of Company

Approved By: _____
Kenny Brock, Director of Vehicle Maintenance

PRICING PAGE

Renovations to Vehicle/Maintenance Garage Building at 1208 Sycamore Street

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. Please read the Scope of Work very closely because some items are only the labor and some include materials and labor.

Item	Price
6.1 Insulation of Garage Shop and Parts Room Ceilings	\$
6.2 Installation of Floor Tile and Milled Baseboard	\$
6.3 Interior Painting of the Shop and 20 Garage Doors (Interior Only)	\$
6.4 Refurbish Existing R Panel Roof	\$
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: _____ Date: _____

Address: _____

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

**CITY OF NORTH LITTLE ROCK, ARKANSAS
CONTRACT**

This Contract entered into this ____ day of _____ 2017, by _____ (the "Contractor") and City of North 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 to make the renovations as described in the Invitation For Bid to the building at 1208 Sycamore Street (Vehicle Maintenance Building), North Little Rock, Arkansas, attached hereto and incorporated herein as Exhibit "A" (the "Services"). The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: _____, 2017; and.
- (c) The Contractor's Bid dated _____, 2017 all of which documents are incorporated herein.

(2) PERIOD OF PERFORMANCE. Contractor will have fifteen (15) days from the Notice to Proceed to begin the renovations. Contractor has thirty (60) days to complete the Services.

(3) Warranties, Representations or Guarantees.

(a) Authorization. Contractor represents and warrants that Contractor has full power and authority to enter into this Contract and to carry out the Services contemplated by this Contract, and the execution, delivery, and performance of this Contract have been duly authorized by all requisite corporate action on the part of Contractor.

(b) Compliance with Laws. Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of its obligations under this Contract and to the provision of the Services.

(c) No Violations. Contractor represents and warrants that Contractor's execution,

delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree binding on Contractor; (ii) a breach under any contract by which Contractor is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

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

(e) Licenses and Permits. Contractor represents and warrants that Contractor has, and shall maintain in effect for the duration of this Contract, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for Contractor to render the Services. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified. (Owner will obtain the building permit, but contractor will contact building inspector for inspections.)

(4) TERMINATION. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

(5) CONTRACTOR'S INSURANCE AND PERFORMANCE BOND.

(a) Required Insurance Coverage. Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. Owner shall not be responsible in case of accident.

(b) Performance Bond. A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

(6) RESTRICTIONS ON PUBLIC IMPROVEMENT PROJECTS (If Applicable).

(a) In accordance with the Bid Documents, all bid documents related to public improvements exceeding \$75,000 in value must include a statement that encourages participation of small, minority, and women's business enterprises.

(b) Contractor, in accordance with Ark. Code Ann. §§ 18-44-503 and 22-9-401, must furnish
a surety bond in an amount equal to the contract price.

(c) In accordance with Ark. Code Ann. § 22-9-601, et seq., Contractor is subject to the retainage provisions of which allows the City to retain five percent (5%) of payments until final project completion.

(d). Contractor acknowledges that a public right-of-way is an easement used for ingress and egress to property. These easements are held by the City for the benefit of the public at large. As part of any public improvement contract performed in or about public rights-of-way, the City requires and Contractor agrees that such rights-of-way will be repaired, to the extent possible, to the condition prior to the performance of work.

(7) INDEMNIFICATION.

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

(b) Defense of Claims. In the event an Indemnified Party is made a party to any
action
or proceeding by reason of any matter for which Contractor has hereby agreed to indemnify the Indemnified Party, then Contractor, upon notice from Owner, shall defend such action or proceeding on behalf of the Indemnified Party at Contractor's sole cost and expense. If Contractor's attorney is not vigorously or adequately defending any such claim, the Indemnified Party shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any proceedings or actions related to such claims

and to have its attorneys' fees and cost in connection therewith paid by Contractor. Notwithstanding the foregoing, Owner may participate at any time in proceedings with counsel of its own choosing at its own cost.

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

(d) The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

(e) The foregoing indemnification by the Contractor is not a waiver of the City's tort of immunity.

(8) DISPUTE RESOLUTION; LEGAL FEES.

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

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

(9) MISCELLANEOUS TERMS.

(a) 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.

(b) **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.

(c) **NO ASSIGNMENT.** The Services to be rendered pursuant to this Contract are personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of Owner.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

[Signatures on Next Page]

City of North Little Rock

By: _____
Joe A. Smith, Mayor

Contractor

By: _____

Name/Title

ATTEST:

Diane Whitbey, City Clerk

This Contract reviewed and approved
by:

C. Jason Carter, City Attorney

BY: _____
Deputy City Attorney