

R-18-57

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOW BID OF, AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RED ROC, INC. FOR THE MISSION ROAD DRAINAGE IMPROVEMENTS PROJECT IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock ("the City") has advertised for bids for the Mission Road Drainage Improvements Project (see location map and Bid Summary No. 18-3520 attached hereto, respectively, as Exhibits A and B); and

WHEREAS, the low bidder for the project was Red Roc, Inc. of Little Rock, AR with a bid of \$56,689.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the low bid of Red Roc, Inc., for the Mission Road Drainage Improvements Project in the amount of \$56,689.00 is hereby accepted, and the Mayor and City Clerk are authorized to execute a contract substantially similar to the one attached hereto as Exhibit C.

SECTION 2: That the amount of \$56,689.00 is hereby appropriated from Ward 4 Drainage Funds.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Murry Witcher
Council Member Murry Witcher *by AF*

Diane Whitbey, City Clerk

Charlie Hight
Council Member Charlie Hight *by AF*

APPROVED AS TO FORM:

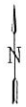
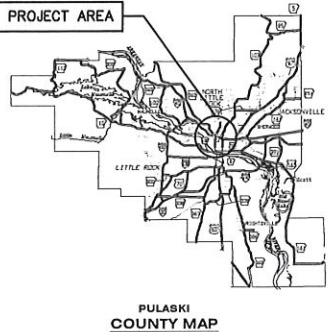
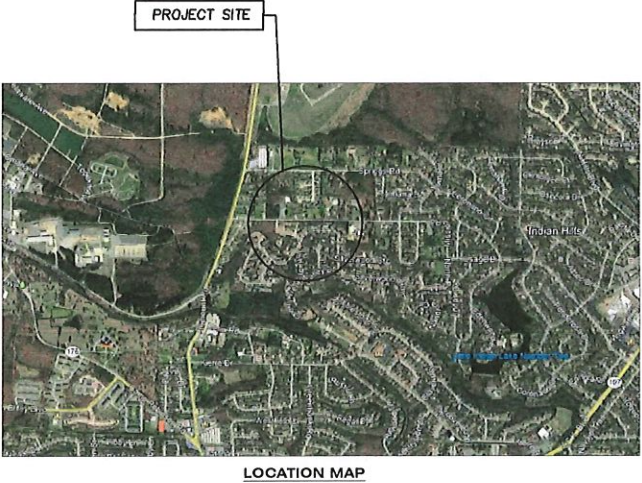

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kh

FILED	11:30	A.M.	_____	P.M.
By	A. Fields			
DATE	3-20-18			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	J. Usrey			



CITY OF NORTH LITTLE ROCK Mission Rd./Great Oak Ct. Drainage Improvements



INDEX OF SHEETS	
SHEET	TITLE
1	COVER SHEET AND INDEX OF SHEETS
2	GENERAL NOTES & TYPICAL WIDENED SECTION
3	SITE PLAN DETAILS (PROJECT LIMITS)
4	SITE PLAN DETAILS WITH AERIAL
5	SITE PLAN DETAILS WITHOUT AERIAL
6	REPLACEMENT INLET DETAILS
7	REHABILITATION INLET DETAILS

**North Little Rock, Arkansas
February 2018**

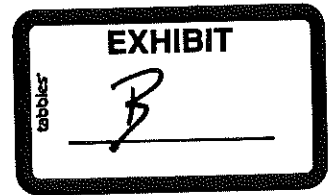


CITY OF NORTH LITTLE ROCK
500 West 13th Street
NORTH LITTLE ROCK, AR 72114

Mission Rd./Great Oak Ct.
Drainage Improvements

COVER SHEET
A1-D
INDEX OF SHEETS

Sheet Number
1



CITY OF NORTH LITTLE ROCK 18-3520 SUMMARY
 Tuesday, February 27, 2018 @ 10:00a.m.

Mission Road/Great Oak Court Drainage Improvements	D & J Red Iron and Aggregates	Noland Construction, Inc.	T.D. Sims Company, Inc	Redstone Construction Group
Present at Bid Opening	No	Yes	Yes	Yes
License & Insurance	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Total Project Bid Price \$	78,140.08	90,780.00	69,493.87	80,843.25
<i>Additional Information</i>				

Opened by: Amy Smith
 Summary by: Crystal Willis



CITY OF NORTH LITTLE ROCK 18-3520 SUMMARY
 Tuesday, February 27, 2018 @ 10:00a.m.

Mission Road/Great Oak Court Drainage Improvements	Burkhalter Technologies, Inc	Craig Custom Construction	American Structure, Inc	Red Roc, Inc
Present at Bid Opening	Yes	Yes	Yes	Yes
License & Insurance	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Total Project Bid Price \$	62,972.00	58,404.00	No signed cover sheet	56,689.00
				Low Bid
<i>Additional Information</i>				

Opened by: Amy Smith
 Summary by: Crystal Willis



CITY OF NORTH LITTLE ROCK 18-3520 SUMMARY
Tuesday, February 27, 2018 @ 10:00a.m.

Mission Road/Great Oak Court Drainage Improvements	JCI Construction, Inc			
Present at Bid Opening	Yes			
License & Insurance	Yes			
Bid Bond	Yes			
Total Project Bid Price \$	75, 725.00			
<i>Additional Information</i>				

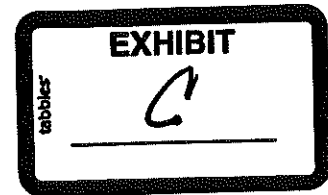
Opened by: Amy Smith
Summary by: Crystal Willis

NR
City of North Little Rock
Milston Road / Great Oak Court
Drainage Improvements
BID TABULATION
CNLR Project 11-95

Tab No	UPS ITEM	DESCRIPTION	ESTIMATED UNIT QUANTITY	Red Roc, Inc		Crake Custom Construction		Burkhalter		T.D. Sims		J.C.I. Construction, Inc.		Redstone Construction Group		American Structure Inc		Noland Construction		
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	1	Site Preparation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 11,652.00	\$ 11,652.00	\$ 14,698.37	\$ 14,698.37	\$ 15,000.00	\$ 15,000.00	\$ 6,100.00	\$ 6,100.00	\$ 7,367.00	\$ 7,367.00	\$ 8,000.00	\$ 8,000.00
2	2	Removal and Disposal of Curb and Gutter	LF	26	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 19.23	\$ 499.98	\$ 20.00	\$ 520.00	\$ 8.00	\$ 208.00	\$ 14.73	\$ 382.98	\$ 100.00	\$ 2,600.00
3	3	Removal and Disposal of Inlet Top	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,103.00	\$ 1,103.00	\$ 2,000.00	\$ 2,000.00
4	4	Removal and Disposal of Inlet	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,210.00	\$ 2,210.00	\$ 2,500.00	\$ 2,500.00
5	5	Unclassified Excavation	CY	207	\$ 17.50	\$ 3,622.50	\$ 12.00	\$ 2,484.00	\$ 25.00	\$ 5,175.00	\$ 24.16	\$ 5,001.12	\$ 25.00	\$ 5,175.00	\$ 27.00	\$ 5,590.00	\$ 23.67	\$ 4,886.69	\$ 30.00	\$ 6,210.00
6	6	Compacted Embankment	CY	100	\$ 42.00	\$ 4,200.00	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00	\$ 55.75	\$ 5,575.00	\$ 30.00	\$ 3,000.00	\$ 45.00	\$ 4,500.00	\$ 73.67	\$ 7,367.00	\$ 40.00	\$ 4,000.00
7	7	Concrete Curb and Gutter	LF	485	\$ 15.65	\$ 7,592.25	\$ 20.00	\$ 9,700.00	\$ 18.00	\$ 8,730.00	\$ 19.01	\$ 9,230.95	\$ 18.00	\$ 8,730.00	\$ 22.35	\$ 11,033.75	\$ 24.31	\$ 11,790.35	\$ 56.00	\$ 27,160.00
8	8	Aggregate Base Course (Class 7)	TON	275	\$ 24.75	\$ 6,806.25	\$ 28.00	\$ 7,700.00	\$ 24.00	\$ 6,600.00	\$ 39.60	\$ 10,890.00	\$ 28.00	\$ 7,700.00	\$ 36.00	\$ 9,900.00	\$ 37.71	\$ 10,370.25	\$ 30.00	\$ 8,250.00
9	9	ACHM Surface Course (1 1/2" PG 70-22)	TON	45	\$ 175.00	\$ 7,875.00	\$ 183.00	\$ 8,100.00	\$ 190.00	\$ 8,550.00	\$ 180.00	\$ 8,100.00	\$ 200.00	\$ 9,000.00	\$ 200.00	\$ 9,000.00	\$ 265.23	\$ 11,934.35	\$ 200.00	\$ 9,000.00
10	10	Reinforced Inlet Top	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,210.00	\$ 2,210.00	\$ 3,500.00	\$ 3,500.00
11	11	12" X 6" Reinforced Inlet	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 14,000.00	\$ 14,000.00	\$ 9,850.00	\$ 9,850.00	\$ 6,105.00	\$ 6,105.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 7,367.00	\$ 7,367.00	\$ 12,000.00	\$ 12,000.00
12	12	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 4,789.00	\$ 4,789.00	\$ 2,500.00	\$ 2,500.00
13	13	Silt Fence	LF	810	\$ 5.00	\$ 4,050.00	\$ 2.50	\$ 2,025.00	\$ 4.00	\$ 3,240.00	\$ 5.25	\$ 4,252.50	\$ 5.00	\$ 4,050.00	\$ 5.00	\$ 4,050.00	\$ 3.16	\$ 2,571.60	\$ 1.00	\$ 810.00
14	14	Solid Sodding	SY	225	\$ 5.00	\$ 1,125.00	\$ 15.00	\$ 3,375.00	\$ 3.00	\$ 1,125.00	\$ 4.50	\$ 1,023.75	\$ 8.00	\$ 1,800.00	\$ 6.50	\$ 1,462.50	\$ 6.63	\$ 1,491.75	\$ 10.00	\$ 2,250.00
TOTALS					\$ 56,639.00	\$ 56,639.00	\$ 58,404.00	\$ 58,404.00	\$ 62,972.00	\$ 62,972.00	\$ 69,494.97	\$ 69,494.97	\$ 75,725.00	\$ 75,725.00	\$ 80,843.25	\$ 80,843.25	\$ 87,814.97	\$ 87,814.97	\$ 90,780.00	\$ 90,780.00
CERTIFIED BY:																				
<i>D. Chris Wilburn</i>																				
D. Chris Wilburn, P.E. CITY OF NORTH LITTLE ROCK																				

Low Bid

no signed cover sheet



CONTRACT

FOR

MISSION RD./GREAT OAK CT. DRAINAGE IMPROVEMENTS

THIS **CONTRACT** is made this ____ day of _____, 2018, by and between THE CITY OF NORTH LITTLE ROCK, herein called the "City," acting herein through its Mayor, Joe A. Smith, and _____, herein called "Contractor."

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

ARTICLE 1. SCOPE OF WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the removal and replacement of one inlet, the removal and replacement of one inlet top, and the widening of Mission Rd. This project is located on the south side of Mission Rd., across from 555 Mission Rd., in North Little Rock, AR

, and as more fully set forth in the Contract Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

ARTICLE 2. CONTRACT DOCUMENTS

2.01 The Contract Documents shall consist of:

- .1 The fully executed Contract, which incorporates by reference documents (.2) thru (.10);
- .2 The entire Bid Documents dated: _____;
- .3 The Contractor's Bid dated _____, all of which documents are incorporated herein;
- .4 Supplementary Conditions, if applicable;
- .5 Performance Bond;
- .6 Proof of Insurance Coverage;
- .7 Proof of Workers' Compensation Insurance;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- .8 Written Amendments;
- .9 Work Change Directives;
- .10 Change Order(s).

2.02 The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the Standard General Conditions of the Construction Contract, as modified and identified in the Supplementary General Conditions, if applicable.

ARTICLE 3. CONTRACT PRICE

3.01 Contractor hereby agrees with the City to commence and complete the Work for the sum of _____ Dollars and ____/100 (\$ _____) and any additional services in connection therewith, under the terms stated in the Standard General Conditions, as modified and identified in the Supplementary General Conditions, if applicable.

3.02 Further, in accordance with the Contract Documents, 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 and General Conditions, as modified, and prices stated in these specifications, which include any maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, all of which are made a part hereof and collectively constitute the Contract.

3.03 The City agrees to pay the Contractor in current funds for the Project performed under the Contract, subject to additions and deductions, as provided in the Standard General Conditions, as modified.

ARTICLE 4 ENGINEER

4.01 The Project will be coordinated by:

City of North Little Rock Engineering Department

Chris Wilbourn, Engineer

Who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 CONTRACT TIMES, DATES FOR SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

5.01 Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed (NTP) of the City, incorporated by reference as set forth herein, and to fully complete the project within **45 Calendar Days** days or as determined by City Engineer. Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions of the Construction Contract, as modified. Applications for Payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract, as modified.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.01 In order to induce Owner to enter into this Agreement CONTRACTOR makes the following representations:

.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

.2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations, and ordinances that may affect cost, progress, and performance of the Work. All Work shall be completed in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

.4 Contractor has carefully studied all: (1) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if applicable, which have been provided as described in paragraph 5.03 of the Standard General Conditions of the Construction Contract, as modified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions, if applicable, as provided in paragraph 5.06 of the Standard General Conditions of the Construction Contract, as modified.

.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

.7 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

.8 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

.9 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

.11 The Contractor further represents and warrants that:

a. 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.

ARTICLE 8 CHANGE ORDERS

8.01 The Contractor and the Owner agree and acknowledge as a part of this Contract that no change order, as defined in Section 1.01.A.8 of the General Conditions of the Construction Contract, as modified, or other form or order or directive is authorized without written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made, and without the change order being signed by the Owner and the Contractor. 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.

ARTICLE 9 SUSPENSION OF WORK AND TERMINATION

9.01 Suspension of Work and Termination of this Contract will be in accordance with Article 16 of the Standard General Conditions of the Construction Contract, as modified.

9.02 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.

ARTICLE 10 INSURANCE AND BOND

10.01 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.

10.02 Contractor shall provide a Performance Bond equaling the total amount of the bid, (pursuant to Ark. Code Ann. §§ 18-44-503 and 22-9-401. Additionally, a Maintenance Bond shall be provided for a period of two (2) years.

ARTICLE 11 INDEMNIFICATION

11.01 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 determined by a court of competent jurisdiction to have been caused by the gross negligence or misconduct of The City.

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

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

ARTICLE 12 DISPUTE RESOLUTION

12.01 Dispute resolution shall be in accordance with the process set forth in the Standard General Conditions of the Construction Contract, as modified.

ARTICLE 13 MISCELLANEOUS

13.01 Terms. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions of the Construction Contract, as modified.

13.02 Restrictions on Public Improvement Contracts

.1 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.

.2 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.

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

.4 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.

13.03 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.

13.04 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.

13.05 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.

13.06 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.

13.07 Modification

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

13.08 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.09 No Presumption against Drafter. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

13.10 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.

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

[Signatures on the Next Page]

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

City of North Little Rock

Contractor

By: _____
Joe A. Smith, Mayor

By: _____

Name/Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved as to form by:

Amy Beckman Fields
North Little Rock City Attorney

BY: _____
Deputy City Attorney Date

DRAFT