



# WASHINGTON COUNTY ARKANSAS

**REQUEST FOR BID:** RFB # 2010-016  
Boiler & Related Equipment Removal & Replacement  
County Courthouse  
280 North College Avenue, Fayetteville, AR 72701

**BIDS WILL BE RECEIVED UNTIL 2:00 PM, on Tuesday, October 5, 2010 at the**  
Washington County Courthouse  
Purchasing Dept., 280 N. College Ave., Suite 533,  
Fayetteville, AR 72701

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Washington County is requesting sealed bids for the purchase, and replacement of the boiler in the County Courthouse located at 280 N. College, Fayetteville, Arkansas. Bid to include the removal and disposal of the existing boiler and all electrical and plumbing necessary to connect new equipment.

Bids shall be submitted in a sealed envelope labeled "Bid 2010-016, Boiler Removal & Replacement" with the name and address of the bidder. Bids will be accepted until 2:00 pm on Tuesday, October 5, 2010, at which time they will be opened. No late bids will be accepted.

All bids shall be submitted in accordance with the attached County specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County.

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Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TERMS AND STANDARD CONDITIONS  
PLEASE READ CAREFULLY

1. When submitting a 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 "Bid".
2. Sales or use tax is not to be shown in bid prices, however it must be added by the vendor to all invoices or billings. The County is not exempt from Arkansas Sales and Use Tax.  
Vendors are to register and pay **both taxes** directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the Bid, the brand and/or model must be listed and descriptive literature attached to bid document.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this Bid 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 equal consideration.
6. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
7. In the event a contract is entered into pursuant to the Bid, the bidder shall not discriminate against any qualified employee or 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 above.
8. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
9. Quality, time and probability of performance may be factors in making an award.
10. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. The bid number, name and address of bidder must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to identify and the bid enclosed therein will not be considered or counted in the tabulation.
13. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
15. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities 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, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
16. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
17. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
18. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

**1. LICENSING REQUIREMENTS, FEDERAL AND STATE REGULATIONS:**

All bidders must meet the requirements of the Arkansas State Licensing law for Contractors (Act 150 of 1965 with all amendments and revisions), along with all Arkansas Regulations. The contractor shall possess and keep in force all licenses and permits required to perform the services as outlined in this bid.

- A. When bids, including on-site labor, exceed \$20,000.00, evidence of a current license in the appropriate classification is required otherwise, the bid shall not be considered. Included a copy of your state Contractor's License with your bid.
- B. This project is subject to the Arkansas Prevailing Wage Rate law (Arkansas Code Arm. 22-9-309C). Not less than the prevailing hourly rate shall be paid to all workers performing work on this project.
- C. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. Bid Security may be in the form of a **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas or a **Certified Check**, or a **Cashier's Check**.
- D. The successfully bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.
- E. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.
- F. Any bidder who is selected to enter into a Contract Agreement is required to provide and any bidder, whose bid exceeds \$20,000.00, must provide a Performance and Payment Bond. Each bond shall be for 100% of the contract sum and shall be delivered to Washington County, Arkansas, properly issued by Surety licensed to do business in the State of Arkansas, no later than the time of execution of the Contract Agreement. Failure of bidder to deliver such bonds, will result in forfeiture of the Bid Security.

**2. INSURANCE**

All bids must contain a letter of intent from an insurance company authorized to do business in the State Of Arkansas stating it willingness to insure the Company pursuant to the terms of any contract resulting from the Invitation to Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- C. **Minimum** shall be the total amount of contract.

**3. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

**4. GENERAL CONDITIONS****4.1 PERFORMANCE GUARANTEE**

In the event the service does not perform in compliance with the specifications stated in the vendor's bid, the vendor agrees to, in a timely and expeditious manner, work with Washington County to meet expectations.

**4.2 VENDOR RESPONSIBILITY AS PRIME CONTRACTOR**

If a vendor's bid includes services marketed by other vendors and the vendor proposes to supply that service to Washington County, then the proposing vendor shall:

4.2.1 Act as prime contractor for procurement and maintenance of the service.

4.2.2 Be the sole point of contact with regard to contractual agreements, including payment of any and all charges resulting from the acquisition of the service.

4.2.3. Be responsible for ensuring that all service included in the bid (whether supplied by said vendor or obtained in part or whole from other vendors) satisfies the specifications and requirements as set forth in said vendor's response to this bid.

4.2.4 Be responsible for acquiring all required permits.

**4.3 SUBCONTRACTORS**

Vendor declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4.4 Washington County is not exempt from state and local taxes. (see Page 2 Item 2)

## 5. INTENT OF SOLICITATION

Washington County is soliciting competitive sealed bids from qualified contractors certified and licensed in Arkansas to remove and replace the existing boiler and related equipment at the Washington County Courthouse located at 280 North College Avenue, in Fayetteville, Arkansas.

All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work shall be provided as if the same were particularly described.

It is not intended that these specifications outline every detailed piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not mentioned, shall be furnished and installed.

## 6. WRITTEN AGREEMENT REQUIRED

The selected contractor shall be required to enter into a written agreement with the County, as show on the attached example, ATTACHMENT "A", SAMPLE AGREEMENT.

Bidders are advised to read thoroughly the sample agreement as the selected bidder will be required to comply with its requirements. BIDDER'S SIGNATURE ON THE REQUEST FOR BID SHEET SHALL SERVE AS AN ACKNOWLEDGEMENT THAT BIDDER IS WILLING TO ENTER INTO THE AGREEMENT IF AWARDED THE CONTRACT. If bidder has any exceptions to the sample agreement, the procedures stated under Paragraph V. EXCEPTIONS, must be followed.

Bidders should pay particular attention to insurance coverage requirements specified in Paragraph 5 of the sample agreement. The selected contractor will be required to provide **insurance certificates at the time of notification of conditional contract award**.

## 7. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must , **no later than 48 hours prior to the bid opening**, request clarification from the County. Written requested maybe emailed to [jgamble@co.washington.ar.us](mailto:jgamble@co.washington.ar.us).

Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

## 8. BIDDERS RESPONSIBILITY

- 8.1 All costs to complete this project must be included in the bid cost including, but not limited to all material costs, all labor charges, and all necessary fees and permits.
- 8.2 Bidder is responsible for their own on-site measurement and confirmation of the full and exact scope of the work required to complete this project before submitting their bid.
- 8.3 The Bidder shall be responsible for the removal and disposal of all waste material and equipment from the site.

## 9. WARRANTY

In addition to other guarantees or warranties required under law or other sections of the specifications, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.

## 10. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at **least forty-eight (48) hours** prior to the time and date of the bid opening shown on page one (1).

## 11. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

**12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICES AND EMPLOYEES**

The bidder represents that it has not: (1.) provided and illegal gift or payoff to a county officer or employee or former county officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly breached any of the ethical standards set forth in the Arkansas statutes; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a county officer or employee or former county officer or employee to breach any of the ethical standards set forth in Arkansas statutes.

**13. ADDITIONAL INFORMATION**

For information concerning the Request for Bid procedures and regulations (ie. submission deadline, forms required, etc.), interested parties may contact the Purchasing Department at (479) 444-1707, FAX (479) 973-8401.

**14. AWARD OF CONTRACT**

Inasmuch as time is of the essence bidders are advised that contract award will be made to the bidder with:

- 14.1 The lowest responsible and responsive bid and,
- 14.2 The work plan that demonstrates that the bidder understands the timelines involved and can meet the required work phase deadlines.

Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, or to accept bids deemed to be in the best interest of the County.

**15. VISITATION TO SITE**

All bidders are advised that they must call the Building and Ground Superintendent, Ron Wood at **479/444-1669** to schedule a tour to familiarize themselves with the existing system and site. Lack of knowledge of on-site conditions shall not be cause for changes to the contract values.

**16. ACCESS TO BUILDING & SECURITY**

The County will provide security for the building, however, it shall be the responsibility of the Contractor to secure all exit doors in the area where work is to be performed, coordinating same with the assigned representative of the County. The County will not provide security or be responsible for the Contractor's property, fixtures, fittings, tools, equipment, etc.

The building will be opened during regular working hours only. Exception to this clause may be made by mutual agreement between the County and the Contractor in the initial phase of the project.

**17. MATERIAL AND EQUIPMENT STANDARDS**

- A. Where equipment or materials are specified with the name of a manufacturer, such specification shall be deemed to be used for the purpose of establishing a standard for that particular item. No equipment or material shall be used unless previously approved by the County's Representative.
- B. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified. The request for each substitution must be accompanied by complete specifications to properly appraise the materials, equipment or process. The contractor shall highlight and list all applicable specification requirements, which the substituted material deviates from.
- C. All materials, equipment and accessories provided under this section shall be new and unused products of recognized manufacturers as approved.

**18. GENERAL SPECIFICATIONS**

Contractor to supply and install a high efficiency commercial condensing boiler(s) to meet or exceed the Lochinvar Knight Commercial Boiler XL, with a minimum 10 year warranty.

**18.1 BOILER STANDARD FEATURES**

- A. To have at least a 94.6% thermal efficiency, low-NOx emissions and a fully modulating burner.
- B. Modulating burners with 5:1 turndown
- C. ASME stainless steel heat exchanger, highly efficient, condensing design. heat exchanger, 160 psi working pressure, and 50 psi ASME relief valve.
- D. Vertical & horizontal direct-vent. Category IV venting up to 100 feet, PVC, CPVC or AL29-4C Venting up to 100 feet. Factory supplied sidewall vent termination.
- E. Smart System Control

**18.2 SMART SYSTEM FEATURES**

- A. Digital Operating Controls - Multi-colored graphic LCD display w/navigation dial
- B. Three Reset Temperature Inputs with curves for three set point temperature inputs
- C. Built in Cascading Sequencer for up to 8 boilers
- D. Outdoor Reset Control with Outdoor Air Sensor.
- E. Programmable System Efficiency Optimizers.
- F. Three Pump Control - System pump with parameter for continuous operation, Boiler pump with variable speed pump control and Domestic hot water pump

- G. Building Management System Integration – 0-10VDC input to control modulation or set point, 0-10VDC input signal from variable speed system pump, 0-10VDC modulation rate output, 0-10VDC input to enable/disable call for heat, Access to BMS setting through display.
- H. Data Logging – Hours running, space heating, hours running, domestic hot water, ignition attempts, last 10 lockouts.
- I. Other Features – Low Water Flow Safety Control & Indication, Inlet & Outlet Temperature Readout, Customizable Freeze Protection Parameters, Custom Maintenance Reminder with Contractor info.

**EXHIBIT "A"**

**SCOPE OF WORK  
REMOVAL & REPLACEMENT OF BOILER  
AT THE COUNTY COURTHOUSE**

**1. GENERAL**

- A. Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Arkansas.
- B. Contractor shall assume full responsibility for damage to County property caused by Contractor's employees or equipment as determined by designated County personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment. Contractor shall take all necessary safety precautions and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The County designee, or his assigned representative, may stop work if safety laws or safe work practices are not being observed.
- D. Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

**2. RESPONSIBILITIES OF THE CONTRACTOR**

The responsibilities of the Contractor include, but shall not be limited to, the following.

- A. Contractor shall provide all resources necessary and shall replace the boiler according to the manufacturer's requirements in accordance
- B. Contractor shall perform all work in accordance with the specifications and requirements contained in bid attached and incorporated by reference.
- C. The removal and replacement of the boiler in the County Courthouse shall be complete in accordance with all state and local rules and regulations. The manner in which the Contractor completes the work is up to the Contractor as long as the following minimum requirements are met.

**EXHIBIT B**

TO: WASHINGTON COUNTY, ARKANSAS

FROM:

Name of Bidder : \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

If awarded the contract, I agree to enter into and execute a Contract on the basis of this bid, and to furnish bonds and proof of insurance in accordance with the Instructions to Bidders and the General Conditions of the Contract for Construction.

Firm Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

In submitting this (these) bid (s), bidder agrees:

1. All prices submitted are lump sum total for the job unless otherwise specified.
2. To hold this bid(s) open for 30 days after the date of the bid.
3. To accept the provisions of the Instructions to Bidders.
4. To enter into and execute a Contract, if awarded, on the basis of this bid.
5. To accomplish the work in accordance with the Contract Documents.
6. To furnish appropriate bonds, if requested, and insurance certificates, all in accordance with the bidding Documents.
7. Acknowledge receipt of the following addenda

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
 \_\_\_\_\_, dated \_\_\_\_\_  
 \_\_\_\_\_, dated \_\_\_\_\_  
 \_\_\_\_\_, dated \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

AR License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Typed or printed Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address of Firm: \_\_\_\_\_

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**ATTACHMENT “A”**

**AGREEMENT**  
**REMOVAL & REPLACEMENT OF BOILER**  
**COUNTY COURTHOUSE**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ by and between WASHINGTON COUNTY, ARKANSAS hereinafter “County” and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter “Contractor”.

**WITNESSETH:**

WHEREAS, Contractor desires to remove the old boiler and replace with a new boiler at the the County Courthouse for Washington County, and

WHEREAS, County desires to engage Contractor for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Contractor agrees remove the existing boiler at the County Courthouse described in Exhibit “A” attached hereto commencing as of \_\_\_\_\_, 2010 or upon date of satisfaction of the County notification requirements. Work shall be performed as specified in Exhibit “A” with all work being completed by \_\_\_\_\_, 2010.

2. Said Contractor services shall consist of the services and requirements listed under Exhibit “A”, Scope of Work, attached and incorporated by reference.

3. For such services, Contractor shall be paid as specified under Exhibit “B”, Price Schedule, attached and incorporated by reference.

4. For such consideration, Contractor shall furnish all parts, materials, supervision, labor and equipment to complete the requirements of this Agreement.

5. Contractor, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Contractor shall obtain and maintain during the life of this Agreement Worker’s Compensation insurance as required by Arkansas State law for all of Contractor’s employees employed at the site of the Work. In the event any work is subcontracted, the Contractor shall require its subcontractor similarly to provide worker’s compensation for all of the latter’s employees, unless such employees are covered by protection as required by Arkansas State law. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the County.

B. Public Liability and Property Damage Insurance. Contractor shall secure and maintain during the life of this Agreement and at all times thereafter when Contractor may be correcting, removing or replacing defective work, a comprehensive general public liability and property damage insurance policy. The policy shall protect the Contractor, the County and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by the Contractor itself or by an subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance for each occurrence shall be \$1,000,000 for each occurrence, and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate.

C. Automotive Public Liability Insurance. Whenever Contractor or any Subcontractor shall use and operate owned, hired, or non-owned automobiles, trucks or other vehicles or public streets and highways in complying with the terms and conditions of the Construction Contract, Contractor or each Subcontractor shall carry automobile public liability insurance with limits not less than \$1,000,000.00 per occurrence.

D. Insurance policies shall be non-cancelable for thirty (30) days. Each policy of insurance provided shall be non-cancelable for a period of not less than 30 days after notice of cancellation and ten (10) days for non-payment and shall contain the following provision or one substantially the same as the following:

“This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein, is sent to the County, with a copy to the County’s Attorney.”

E. Contractor shall furnish Certificates of Insurance, acceptable to the County, verifying the foregoing concurrent with the execution hereof and thereafter as required.

F. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Arkansas and shall be either:

(1) Listed in the *Federal Register*, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds”; or

(2) Rated with an A- or better rating in the most current edition of *Best’s Key Rating Guide-Property-Casualty United States*.

G. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Washington County Attorney’s Office.

6. Contractor shall obey all laws, ordinance, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operation. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold the County harmless from any and all liability arising out of, or in connection with, said violations including any attorney’s fees and costs incurred by the County as a result of such violation.

7. The County may cancel this Agreement for any reason, and without any liability therefore, upon giving the Contractor five (5) days prior written notice. Such notice shall be sent to the last known address of the Contractor.

8. The County may, without prejudice to any right or remedy, and without the necessity of giving the five (5) day notice provided in Paragraph 8 above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after three (3) days written notice from the County.

9. If this Agreement is canceled or terminated as provided herein, County shall pay the Contractor on the basis of actual services satisfactorily performed as calculated by the County.

10. Contractor, for itself, its successors and assigns, as part of the consideration hereof, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

11. Contractor agrees to indemnify, save harmless and defend the County, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Contractor's intentionally wrongful, reckless or negligent performance hereunder. If the County's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify the County, then in addition to any other remedies County may have, Contractor shall pay the County's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

12. Time is of the essence and in view of the difficulty of determining the County's damages caused by late completion, the parties hereby agree, fix and determine that the Contractor shall be responsible to pay the County liquidated compensatory damages in such amounts and upon such terms as are specified below.

A. Contractor agrees that the payment of liquidated damages shall commence on the calendar day after the date fixed for completion of each phase including any extensions of additional time which may have been allowed in writing. From and after said date, the County shall be entitled to deduct and retain said liquidated damages out of any monies which may be due or become due to the Contractor, and the County may require the Contractor to pay the County liquidated damages for each calendar day after said date until the County accepts the phase or the project as complete.

B. Liquidated damages shall be assessed in an amount of \$750.00 per day.

C. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for additional costs and inconvenience incurred by the County. The rights and remedies provided shall be in addition to and shall not limit any rights and remedies otherwise available at law. In any lawsuit involving the assessment or recovery of liquidated damages, the reasonableness of the charge therefore shall be presumed and the amount assessed shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute under this Agreement.

13. Contractor represents that it has not: (1) provided an illegal gift or payoff to a County officer or employee or former County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Arkansas Statutes conflict of interest; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a County officer or employee or former County officer or employee to breach any of the ethical standards set forth in the Arkansas Statutes conflict of interest.

14. Contractor shall at all times comply with all Federal, State, and local environmental laws and regulations as the same may apply to the Contractor's acts and responsibilities, in connection with this Agreement, and use due care with respect to such acts or responsibilities. The Contractor acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless and defend the County as set forth therein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administration proceedings, demands, damages, mitigation, remediation and any decreases in the value of County property as a result of the Contractor's acts or omissions pursuant to this Agreement. Upon occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of the Contractor, the Contractor shall immediately notify the County Building and Ground Superintendent, and promptly take at its sole

expense all necessary actions to comply with all relevant environmental laws.

15. Contractor is not an employee of the County for any purpose whatsoever. The Contractor is an independent contractor at all times during the performance of the services specified.

16. All notices shall be directed to the following addresses:

County: Washington County, Arkansas  
Purchasing Department  
Attn: Jody Gamble  
280 N. College Avenue, Suite 533  
Fayetteville, AR 72701

Contractor: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This Agreement shall not be assigned by either party without the prior written consent of the other party.

18. Contractor's obligations are solely to the County and the County's obligations are solely to the Contractor. This Agreement shall confer no third party rights whatsoever.

19. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

20. Any ambiguity in this Agreement shall be construed in favor of the County.

21. This Agreement shall be enforced in and governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WASHINGTON COUNTY, ARKANSAS

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Washington County Attorney's Office      Date

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
 )  
:SS  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me \_\_\_\_\_,  
*(Name of person signing Agreement)*  
who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of  
*(Title of person signing Agreement)*  
\_\_\_\_\_, a \_\_\_\_\_ corporation and said person acknowledged to me that said

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
\_\_\_\_\_ County

My Commission Expires:  
\_\_\_\_\_

**BID FORM**

All cost of the bid should be included in this section. Optional features may be offered but the County cannot consider any options/prices not submitted with vendors bid All bids must meet or exceed specifications, only approved alternates will be accepted. On site installation supervisor to ensure proper installation.

WARRANTY \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

**F.O.B.** 280 North College Avenue, Fayetteville, AR, 72701

**Include with your bid the following:**

1. Descriptive Literature
2. Bid Forms Completed and Signed Pages 1, 11, and 17
3. Proof of Insurance as outline on Page 3.
4. Bid Bond as specified on Page 3.
5. Proof of state Contractor's License as specified on Page 3.
6. Exhibit "B", Schedule of Fees, must be filled out completely and returned.
7. A detailed work plan describing how work will be staged and completed. The plan MUST address the phasing of the work, number of calendar days required for set up, and the specific number of calendar days required for completion in each phase. The required completion dates of the work described in Exhibit "A" must be maintained. The selected contractor will be free to conduct the work in any legal manner as long as the areas described are made available on or before the dates indicated, and County workers controls access to area described is uninterrupted.

DATE \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
please print

**(Bidder Organizations Name)**

\_\_\_\_\_  
please print

**Authorized Representative Name**

\_\_\_\_\_  
TELEPHONE & FAX NUMBER