



NORTH LITTLE ROCK SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT

AGENDA

## **Meeting Packet**

**Special Board Meeting**

**July 30, 2015**

**5:30 P.M.**



NORTH LITTLE ROCK SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT

AGENDA

**Special Board Meeting**

7/30/2015 5:30 P.M.

**1. Call to Order**

Scott A. Miller, President

**2. Roll Call of Members**

Scott A. Miller, President

Luke King, Vice President

Sandi Campbell, Secretary

Darrell Montgomery, Disbursing Officer

Ron Treat, Parliamentarian

Scott Teague, Member

Dorothy Williams, Member

**3. Ridgeroad Elementary School Furniture Quote**

Presenter: Gene Hawk, Director of Facilities Management

Ridge Road Elementary School Furniture Quote 8093049 - July 2015.pdf (p. 4)

**4. Ridgeroad Elementary School Change Order - Nabholz**

Ridgeroad Elementary School Nabholz Change Order 001 July 2015.pdf (p. 9)

**5. North Little Rock Middle School Site Package - Baldwin & Shell**

Presenter: Gene Hawk, Director of Facilities Management

NLRMS Site Project Price Proposal July 2015 FINAL PPP.pdf (p. 10)

**6. Disposal of Portable Buildings - Memo**

Presenter: Gene Hawk, Director of Facilities Management

Disposal of Portable Buildings Memo July 2015.pdf (p. 22)

**7. Indian Hills, Lakewood, and Meadow Park Elementary Schools - Lightspeed Quote**

Presenter: Jerry Dowdy, Director of Information Technology

IH Lightspeed Quote\_62919\_1437497790090-1 July 2015.pdf (p. 23)

LWE Lightspeed Quote\_62903\_1437420877606 July 2015.pdf (p. 24)

MP Lightspeed Quote\_62901\_1437420131331 July 2015.pdf (p. 25)

**8. Ridgeroad Elementary School Intercom System**

Presenter: Jerry Dowdy, Director of Information Technology

Ridgeroad Elementary School Revision NLR SD-IC Ridge Road Tips Taps-3 July 2015.pdf (p. 26)

## **9. North Little Rock High School Pathway Change Order**

Presenter: Jerry Dowdy, Director of Information Technology

North Little Rock High School Add 38 Flat Panels-1 July 2015.pdf (p. 27)

## **10. Employment of Personnel**

Presenter: Mr. Rodgers, Superintendent

Employment of Personnel July 29 2015 - (Correction).pdf (p. 28)

## **11. Real Estate Offer - Former Pine Street Elementary School**

Presenter: Adam Jenkins, Newmark Grubb Arkansas

Real Estate Offer - Former Pine Street Elementary July 2015.pdf (p. 35)

## **12. Adjournment**



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

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## QUOTATION #8093049

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**Sold To:**  
NORTH LITTLE ROCK SCHOOL DISTRICT  
2700 POPLAR ST  
NORTH LITTLE ROCK AR 72114

**Ship To:**  
RIDGEROAD ELEMENTARY SCHOOL  
4601 RIDGE ROAD  
NORTH LITTLE ROCK AR 72116  
Job Reference: Phase 1

Quotation Date: 7/16/2015

We appreciate the opportunity to quote the enclosed prices for our products. Unless otherwise indicated, prices are net and do not include sales tax. Please refer to the above referenced Quotation Number when corresponding with Virco regarding this quote. We offer our quotation priced from the TIPS-TAPS 2015 CONTRACT 1102512 Contract. Our quotation is subject to the following terms and conditions:

- 1) FOB Point: FOB Destination - Delivered & Installed
- 2) Standard Payment Terms: Net 30 days (subject to credit approval)
- 3) Prices Are Firm For Orders Received By: 12/31/2015 (Orders received after this date are subject to re-quote)
- 4) For Shipment By: Customer Must Take Delivery Before 12/31/2015
- 5) Shipment from Virco:

PLEASE NOTE: Shipment from Virco: Quick Ship Items: Ten days or less; Standard Items: Four weeks or less; Optional Items: Four to Six weeks; Custom products or specials: Extended lead times may apply, contact your Sales Representative for more information. If products with different leadtimes are on the same purchase order, the longest leadtime will apply to the entire order. Additional shipping and handling charges will apply to orders that are requested to be partial shipped before the Virco acknowledged due date. Orders that specify shipment later than the preceding dates will be subject to re-quote.

- 6) Standard Virco colors only unless specified otherwise.
- 7) We require written purchase orders to be sent to Orders@virco.com or faxed to (800) 258-7367 or (800) 396-8232.
- 8) Final acceptance and acknowledgement of orders will be as stated on the standard Virco Purchase Order Acknowledgment.
- 9) Any change in quantities may result in a price change.



# QUOTATION #8093049

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## RIDGEROAD ELEMENTARY SCHOOL Product Summary

Item #	Supplier/Model #/Description	Unit	Qty	Extension
#1	High Point Furniture Industries #V_T96 - Table 42x96x29"h - Rectanglar - Straight Legs - (1 ea WC-Windsor Cherry)	\$891.50	1	\$891.50
#2	High Point Furniture Industries #992Grade2 - Armless Corbel Guest/Stacking Chair - (16 ea WC-Windsor Cherry frame/Foundation 10 350-034)	\$269.04	16	\$4,304.64
#3	High Point Furniture Industries #V_651L2BFC - 66" Left Pedestal Desk - Box/Box/File - With Center Drawer - (1 ea WC-Windsor Cherry/W-Silver pulls)	\$974.18	1	\$974.18
#4	High Point Furniture Industries #V_635RRT-SH052114 - Return- 66x24x29"h - Multifile Right Pedestal - (1 ea WC-Windsor Cherry/W-Silver pulls)	\$927.49	1	\$927.49
#5	High Point Furniture Industries #V_635LRT-SH052114 - Return- 66x24x29"h - Multifile Left Pedestal - (2 ea WC-Windsor Cherry/W-Silver pulls)	\$927.49	2	\$1,854.98
#6	High Point Furniture Industries #V_651R2BFC - 66" Right Pedestal Desk - Box/Box/File - With Center Drawer - (1 ea WC-Windsor Cherry/W-Silver pulls)	\$974.18	1	\$974.18
#7	High Point Furniture Industries #V_677Y - Overhead Storage Unit With Doors - 65x18x36 1/2"h - With Locks - (3 ea WC-Windsor Cherry/W-Silver pulls)	\$857.23	3	\$2,571.69
#8	High Point Furniture Industries #V_721RB2BFC - 72" Bow Front Right Pedestal Desk With Center Drawer - (1 ea WC-Windsor Cherry/W-Silver pulls)	\$1,265.49	1	\$1,265.49
#9	High Point Furniture Industries #V_65PTL-SH072814 - Personal Tower - Left - 24" X 24" X 65.5" H - Coat Rod In Wardrobe On Left - Storage Cabinet With Door Above - Two File Drawers Below - (1 ea WC-Windsor Cherry/W-Silver pulls)	\$1,015.31	1	\$1,015.31
#10	High Point Furniture Industries #ECIS_108 - Tripod Portable Power Base - 18" W X 18" D X 25.5" H - (1 ea Silver)	\$960.47	1	\$960.47
#11	High Point Furniture Industries #HW_ET23 - End Table - 22x24x18"h - Panel End - (4 ea WC-Windsor Cherry/Satin finished chrome legs)	\$131.09	4	\$524.36
#12	Virco Inc #4445A - Chair, Task Seating, Black Mesh Mid-Back, Molded Foam Black Fabric Seat, Height And Width Adjustable Arms, Seat Slider, Tilt Tension Control, 4 Paddle Task Mechanism, Dual Wheel Casters. Seat: 19"d X 21"w X 18 1/4"-22 1/8"h. Overall Dimensions: 35 5/8-42"h X 26 1/2"w X 23 1/2"d. - (8 ea Misc Color=Black )	\$285.72	8	\$2,285.76
#13	Virco Inc #4440A - Chair, Guest Seating, Black Mesh Back, Molded Foam Black Fabric Seat, Black Contoured Arms, 4 Leg Black Steel Tube Frame, Black Nylon Floor Glides. Seat: 18"d X 18 1/4"w X 19"h. Overall Dimensions: 37 1/2"h X 24"w X 24"d. - (4 ea Misc Color=BLACK )	\$147.26	4	\$589.04
#14	Virco Inc #66133 - Cafe Table Base, X-Shaped, Tubular Steel Column With Die-Cast Aluminum Feet And 3" Diameter Abs Glides, 33" Base Spread, 29" Top Height. Accepts Virco Table Top Models U36r, U3636r, U42r, U4242, Powder Coat Frame And Graphite Color Glides - (1 ea Soft Plastic=BLK01 Frame=BLK01 )	\$169.08	1	\$169.08
#15	Virco Inc #LIBLIT11 - Literature rack, 11 pockets, library. - (Color Not Selected)	\$84.25	2	\$168.50
#16	Virco Inc #LIBLITLEG - Literature Rack Stand, For Models Liblit 5, 11 And 23, Library. - (Color Not Selected)	\$23.99	2	\$47.98
#17	Virco Inc #U42R - Top for Table, Universal Tops series, café top, 42 round, 1-1/8 high pressure laminate particleboard top with backing sheet. - (1 ea Laminate Top=Windsor Cherry TMold Edge=Windsor Cherry )	\$86.25	1	\$86.25
#18	Virco Inc #ZU418 - Chair, Zuma® Series, 4-Leg, 18" H Seat, Nylon Glides. - (48 ea Soft Plastic=Purple Iris Frame=Chrome)	\$52.10	48	\$2,500.80
#19	Virco Inc #U3636AE - Top For Table, Universal Tops Series, Cafe Top, 36 X 36, 1-1/8 High Pressure Laminate Particleboard Top With Backing Sheet And Sure Edge - (4 ea Laminate Top=Windsor Cherry Sure Edge=Char Black)	\$105.10	4	\$420.40
#20	Virco Inc #66433 - Steel Pedestal Base With 3" Diameter Column, 33" Base Spread, 27 7/8" Top Height, Nylon-Base Swivel Glides. Accepts Virco Table Top Models U36r, U3636, U42r, U4242 And U48r. - (4 ea Frame=BLK01)	\$112.24	4	\$448.96

Continued on Next Page



# QUOTATION #8093049

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## RIDGEROAD ELEMENTARY SCHOOL Product Summary

Item #	Supplier/Model #/Description	Unit	Qty	Extension
#21	Virco Inc #483060 - Table, 4000 Series, Activity Table, Standard Legs, 30" X 60" X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And T-Mold Edge Banding, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (2 ea Laminate Top=Fusion Maple TMold Edge=Fusion Maple Frame=Silver Mist )	\$78.26	2	\$156.52
#22	Virco Inc #ZU415 - Chair, Zuma® Series, 4-Leg, 15" H Seat, Nylon Glides. - (162 ea Soft Plastic=Purple Iris Frame=Chrome)	\$47.47	162	\$7,690.14
#23	Virco Inc #483060LOAE - Table, 4000 Series, Activity Table, Short Legs, 30" X 60" X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And, Sure Edge, 17"-25" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (30 ea Laminate Top=Fusion Maple Sure Edge=Fusion Maple Frame=Silver Mist)	\$128.34	30	\$3,850.20
#24	Virco Inc #48KID72LOAE - Table, 4000 Series, Activity Table, Short Legs, 48" X 72" Kidney X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And Sure Edge, 17"-25" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (5 ea Laminate Top=Fusion Maple Sure Edge=Fusion Maple Frame=Silver Mist)	\$243.05	5	\$1,215.25
#25	Virco Inc #483072LOAE - Table, 4000 Series, Activity Table, Short Legs, 30" X 72" X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And Sure Edge, 17"-25" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (10 ea Laminate Top=Fusion Maple Sure Edge=Fusion Maple Frame=Silver Mist)	\$147.94	10	\$1,479.40
#26	Virco Inc #48KID72AE - Table, 4000 Series, Activity Table, Standard Legs, 48" X 72" Kidney X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And Sure Edge® Top Finish, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (1 ea Laminate Top=Fusion Maple Sure Edge=Fusion Maple Frame=Silver Mist )	\$240.19	1	\$240.19
#27	Virco Inc #785CT - 785 Series Student Desk, 32-1/2"w X 19-7/8"d X 5/8" Thick High-Pressure Laminate Top With Lacquered Edge, Top Is Hexagon-Shaped To Support Collaborative Grouping Of Desks, Top Height Adjusts From 22" To 30", 4-1/2"h Open-Front Plastic Book Box, Tubular Steel 4-Leg Frame, Adjustable Nylon-Base Glides. Powder Coated Frame, Chrome Lower Legs. - (15 ea Soft Plastic=Purple Iris Laminate Top=Fusion Maple Lacquered Edge=Char Black Frame=Silver Mist )	\$67.40	15	\$1,011.00
#28	Virco Inc #483060AE - Table, 4000 Series, Activity Table, Standard Legs, 30" X 60" X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And Sure Edge® Top Finish, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (4 ea Laminate Top=Fusion Maple Sure Edge=Fusion Maple Frame=Silver Mist )	\$132.23	4	\$528.92
#29	Virco Inc #FABEDPD - Bed, first aid, adjustable 6-position headrest lounge, paper dispenser, 26W x 74L x 18H. - (2 ea Misc Color=Regimental Blue )	\$605.47	2	\$1,210.94
#30	Sales Tax #SALES TAX - Add For Sales Tax - (Color Not Selected)	\$3,531.82	1	\$3,531.82

**Product Total @ FOB Destination - Delivered & Installed \$43,895.44**





QUOTATION #8093049

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## VIRCO FULL SERVICE GUIDELINES

At Virco, we're committed to providing you with the highest-quality and most cost-effective delivery services. That's because your complete satisfaction - as well as the safety of our employees and of any other personnel at your facility - is of paramount importance. With that in mind, please be aware of the following **IMPORTANT CONDITIONS** that apply to Virco delivery services:

- Virco Full Service deliveries include inside delivery of product to a staging area in the building closest to the unloading area, or 100 feet from the trailer(s), whichever is closer.
- The customer or a designated representative must count all cartons of furniture unloaded from the trailer(s). The number of cartons received should match the Bill of Lading exactly. Any shortages, overages, and/or apparent freight damage must be noted on the Bill of Lading before it is signed and the carrier leaves the premises.
- Virco's delivery and installation crews must have complete and unobstructed access to buildings in which they will be working. In the event of new construction, Virco will not install while construction employees or projects are underway; any buildings in which Virco crews will be working must be turned over to the school district or governmental agency. If Virco agrees to perform the installation while construction is underway additional charges may apply. Installation while contractors are on site can cause delays; and the charge, in these cases, will be \$50.00 per man hour and will be billed to the school district or governmental agency.
- If a customer reschedules a delivery or installation date from that which was initially requested and printed on a Purchase Order, this may cause a rescheduling delay. Because Virco's Field Service Department schedules many deliveries and installations to committed time frames, it often happens that equipment and resources have already been fully allocated on any given date. While Virco will do its best to accommodate specific rescheduling requests, we reserve the right to reschedule on the next available date.
- Requests for multiple deliveries *due to construction delays* will result in additional freight charges. Freight charges will be added to the invoice.
- Installation charges include the delivery, set-up and placement of furniture one time only. Virco will not set furniture in place multiple times so that contractors can have sequential access to particular areas of a school. If a contractor moves Virco furniture, for any reason, the contractor will be responsible for returning it to its proper location and will assume full responsibility for any damages as a result of their actions.
- Installation projects have a project scope that includes time required (both in the number of days and hours per day) and the manpower needed. All projects use the calculation of ten-hour work days five days a week. When construction delays cause Virco crews to work more than ten hours a day, five days a week - or when Virco crews are forced to install a project in fewer days than planned, resulting in more hours worked per day - all overtime charges will be charged back to the school district or governmental agency.



## QUOTATION #8093049

*Equipment for Educators™*

### VIRCO FULL SERVICE GUIDELINES

- In rare cases Virco may agree to work under hard-hat conditions. In these cases the additional labor charges indicated above will apply. Moreover, hard-hat conditions may delay Virco's attempt to quickly and efficiently perform jobs, and may also incur other charges. These charges will be determined at the job site and will vary from project to project.
- For an installation, the site's end user must provide the following:
  - A list of model numbers, colors and quantities of all items for each room to which furniture will be delivered. This list will also include height preferences for each desk and table. Tables and or desks will be assembled to the following height unless noted otherwise:
    - a. Pre-K & K = 23 inches
    - b. 1st & 2nd = 26 inches
    - c. 3rd & 4th = 28 inches
    - d. 5th to Adult = 29 inches
  - Safe access to and from staging areas and rooms.
  - Hours the site is available for installation, including weekends.
  - A site contact, who must be available to provide room access and answer pertinent questions during the installation.
- Each item will be moved from the staging area to its destination, as identified by the on-site contact, only one time. In this context, Virco suggests that a large venue, such as a cafeteria or multi-purpose room, be designated as a staging area.
- Furniture will be unboxed and assembled in or near its destination.
- Upon completion of their work at the site, the installation crew will perform a final walk through. A Virco Punch List Form will be completed at that time for record keeping purposes.
- If the site end user has requested that product remain in cartons- uninstalled - for a period of time, a return visit from the installation crew will incur surcharges to the billing party. Pricing for this service must be negotiated with the Sales Representative.
- Damaged or missing products will be recorded on Virco's Customer Service Request (CSR) form to expedite any replacement parts.

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_





# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input type="checkbox"/>
Ridge Road Elementary	<b>DATE:</b> July 14, 2015	<b>ARCHITECT:</b> <input type="checkbox"/>
4601 Ridge Rd.		<b>CONTRACTOR:</b> <input type="checkbox"/>
North Little Rock, AR 72116		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OTHER:</b> <input type="checkbox"/>
Nabholz Construction Corporation	<b>CONTRACT DATE:</b> December 16, 2013	
1718 Aldersgate Rd	<b>CONTRACT FOR:</b> General Construction	
Little Rock, AR 72205		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Add handicap ramp addition as originally bid (alternate 2)

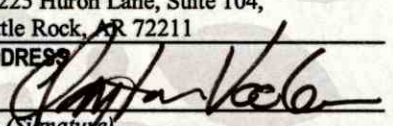

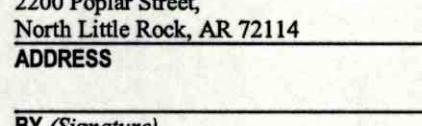
The original Guaranteed Maximum Price was	\$ 9,155,772.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 9,155,772.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 158,000.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 9,313,772.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<b>Lewis Architects Engineers</b>	<b>Nabholz Construction Corporation</b>	<b>North Little Rock School District</b>
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
11225 Huron Lane, Suite 104,	1718 Aldersgate Rd,	2200 Poplar Street,
Little Rock, AR 72211	Little Rock, AR 72205	North Little Rock, AR 72114
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
<b>CLAYTON VADEN</b>	<b>Phil Moffitt</b>	<b>Gene Hawk</b>
(Typed name)	(Typed name)	(Typed name)
<b>7/22/15</b>	<b>7.18.15</b>	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



July 24, 2015

Mr. Gene Hawk  
North Little School District  
2700 Poplar Street  
North Little Rock, AR 72114

**Re: Project Price Proposal  
North Little Rock Middle School Site, Foundations and Underslab Utility  
Package**

Dear Mr. Hawk:

We are pleased to present to you a Project Price Proposal of \$1,124,940.00 for the scope of work included for the North Little Rock Middle School Site, Foundation and Underslab Utility Package. A detailed breakdown of costs is attached hereto as Attachment 2. The List of Allowances is included as Attachment 3. The List of Unit Prices is included as Attachment 4. The Scope of Work for this Package is based on Attachment 5, List of Contract Documents as prepared by Taggart Architects / DLR Group and the Clarifications and Assumptions included herein as Attachment 6.

Attention is also called to the following:

- 1) The Project Price Proposal contains all costs associated with the site demolition, earthwork, storm drainage, and site concrete work identified as an "Early Start" portion of the project. This work was authorized by an email dated 7-1-2015.
- 2) The Project Price Proposal also includes \$48,062 of General Contingency that may or may not be spent.
- 3) An Allowance for Testing and Inspections in the amount of \$16,000 has been included and may not be spent.

The proposed start date is August 24, 2015 and the Date of Substantial Completion for the Project is December 7, 2015.

This Project Price Proposal is valid until September 7, 2015.

Please note, future project price proposals will be submitted for approval in this same fashion. When the final Project Price Proposal is submitted for this school a Project Price Amendment will be issued indicating all approved Project Price Proposal change orders, approved construction related change orders and establishing the Construction

Manager's estimate of the Total Cost of the Work including contingencies and Construction Manager Fee for this particular school.

Should you have any questions, please do not hesitate to call.

Sincerely,

BALDWIN & SHELL CONSTRUCTION CO.

A handwritten signature in blue ink that reads "Thomas Rutherford". The signature is written in a cursive, flowing style.

Thomas Rutherford  
Senior Project Estimator – Central Arkansas Division

## Attachment 2



PROJECT NAME : NLR Middle School Site, Foundations and Underslab Utility Package  
 DATE : 7/24/2015  
 PROJECT PRICE PROPOSAL AMOUNT : \$1,124,940  
 BUILDING AREA / SF : N/A  
 COST / SF : N/A

NO.	ITEM NAME	COST
00600	Performance Bond	9,294
00601	Builders' Risk / Lia. Insurance	8,207
00990	Fee	48,957
01000	General Conditions	83,277
01011	CM/GC Contingency	48,062
01060	Permits	3,349
01400	Quality Control Testing Allowance	16,000
01500	Const. Facilities & Temp. Controls	1,354
01505	Temporary Utilities	1,771
01515	Temp. Roads & Staging	9,998
01540	Hoisting and Equipment	12,606
02200	Selective Demolition and Project Clean Up	36,857
02300	Earthwork	189,651
02500	Site Utilities	168,349
02700	Paving & Surfacing	48,092
03303	Cast in Place Concrete	299,164
05100	Structural Steel	13,563
06100	Rough Carpentry	38,221
15400	Plumbing	77,288
16000	Electrical	10,880

**TOTAL - Site, Foundations and Underslab Utility Package** **1,124,940**

**Exclude:** See Attached Clarifications and Assumptions

**Attachment 3  
North Little Rock Middle School Site,  
Foundations and Underslab Utility Package  
List of Allowances  
07/24/2015**

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**Lump Sum Allowance 1:** An Allowance for geotechnical, asphalt and concrete observation, testing and reporting: \$16,000.00 Lump Sum.

**Attachment 4**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Unit Prices**  
**07/24/2015**

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**Unit Price 1: Mass Undercutting:** Unsuitable material below finished sub grade removed and backfilled with specified fill material: \$35.13 per C.Y.

**Unit Price 2: Trench Undercutting:** Unsuitable material below finished utility trench sub grade removed and backfilled with specified fill material in place: \$65.00 per C.Y.

**Unit Price 3: Mass Rock Excavation:** Mass Rock Excavation removed and disposed of offsite and backfilled with specified material: \$130.00 per C.Y.

**Unit Price 4: Trench Rock Excavation:** Excavation removed and disposed of offsite and backfilled with specified material: \$189.00 per C.Y.

**Unit Price 5: Undercut Foundations:** Unsuitable material below finished foundation sub grade removed and backfilled with lean concrete: \$108.00 per C.Y.

**Unit Price 6: Drilled Piers:** Drilled pier spoils removed and disposed of offsite per Cubic Yard: \$12.00 per C.Y.

**Unit Price 7:** Add/Deduct drilled pier excavation for each diameter required per Lineal Foot:

24 Inch Drilled Pier:	Add: \$ 7.75	Deduct: \$ 3.00
30 Inch Drilled Pier:	Add: \$ 8.75	Deduct: \$ 3.75
36 Inch Drilled Pier:	Add: \$ 12.00	Deduct: \$ 6.00
48 Inch Drilled Pier:	Add: \$ 20.00	Deduct: \$ 10.00

**Unit Price 8:** Add/Deduct drilled pier concrete placement for each diameter required per Lineal Foot:

24 Inch Drilled Pier:	Add: \$ 10.00	Deduct: \$ 10.00
30 Inch Drilled Pier:	Add: \$ 13.00	Deduct: \$ 13.00
36 Inch Drilled Pier:	Add: \$ 20.00	Deduct: \$ 20.00
48 Inch Drilled Pier:	Add: \$ 35.00	Deduct: \$ 35.00



**Attachment 4**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Unit Prices**  
**07/24/2015**

**Unit Price 9:** Add/Deduct drilled pier reinforcing steel placement for each diameter required per Lineal Foot:

24 Inch Drilled Pier:	Add: \$ 15.00	Deduct: \$ 0
30 Inch Drilled Pier:	Add: \$ 20.00	Deduct: \$ 0
36 Inch Drilled Pier:	Add: \$ 30.00	Deduct: \$ 0
48 Inch Drilled Pier:	Add: \$ 40.00	Deduct: \$ 0

**Unit Price #10:** Add/Deduct Temporary Casing for each diameter required per Lineal Foot:

24 Inch Drilled Pier:	Add: \$ 12.00	Deduct: \$ N/A
30 Inch Drilled Pier:	Add: \$ 15.00	Deduct: \$ N/A
36 Inch Drilled Pier:	Add: \$ 17.00	Deduct: \$ N/A
48 Inch Drilled Pier:	Add: \$ 21.00	Deduct: \$ N/A

**Attachment 5**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Contract Documents**  
**07/24/2015**

**Specifications**

<b>Section</b>	<b>Description</b>	<b>Dated</b>
000010	ADVERTISEMENT TO BID	6/17/2015
000110	TABLE OF CONTENTS	6/17/2015
000105	CERTIFICATIONS PAGE	6/17/2015
000115	LIST OF DRAWING SHEETS	6/17/2015
000120	BID PACKAGE SCHEDULE	6/17/2015
003112	BALDWIN AND SHELL CONTRACT DOCUMENTS	6/17/2015
004100	BID FORM - TRADE CONTRACTOR PACKAGES	6/17/2015
004150	BID PROPOSAL FORM - MATERIAL SUPPLIER	6/17/2015
004322	BID FORM-UNIT PRICES	6/17/2015
004513	AIA DOCUMENT A305 CONTRACTORS QUALIFICATION	6/17/2015
006273	AIA DOCUMENT G732 APPLICATION FOR PAYMENT FORM	6/17/2015
006274	AIA DOCUMENT G703 SCHEDULE OF VALUES FORM	6/17/2015
007200	AIA DOCUMENT A201 GENERAL CONDITIONS	6/17/2015
011600	CLEANING	6/17/2015
<del>012200</del>	<del>UNIT PRICE BID PACKAGES SCHEDULE</del>	<del>6/17/2015</del>
012300	ALTERNATES	6/17/2015
012500	SUBSTITUTION PROCEDURES	6/17/2015
012500A	POST-BID SUBSTITUTION FORM	6/17/2015
012500B	STATEMENT OF CONFORMANCE	6/17/2015
012900	PAYMENT PROCEDURES	6/17/2015
013100	PROJECT MANAGEMENT AND COORDINATION	6/17/2015
013200	CONSTRUCTION PROGRESS DOCUMENTATION	6/17/2015
013300	SUBMITTAL PROCEDURES	6/17/2015
013333	ELECTRONIC DRAWINGS	6/17/2015
013333A	AIA C106 DIGITAL LICENSING AGREEMENT	6/17/2015
014000	QUALITY REQUIREMENTS	6/17/2015
014200	REFERENCES	6/17/2015
015000	TEMPORARY FACILITIES AND CONTROLS	6/17/2015
015639	TEMPORARY TREE AND PLANT PROTECTION	6/17/2015
016000	PRODUCT REQUIREMENTS	6/17/2015
017300	EXECUTION	6/17/2015
017329	CUTTING AND PATCHING	6/17/2015
017700	CLOSEOUT PROCEDURES	6/17/2015
017839	PROJECT RECORD DOCUMENTS	6/17/2015
024113	SELECTIVE SITE DEMOLITION	6/17/2015
033000	CAST-IN-PLACE CONCRETE	6/17/2015
051200	STRUCTURAL STEEL FRAMING	6/17/2015
101453	TRAFFIC SIGNAGE	6/17/2015
211313	WET-PIPE SPRINKLER SYSTEMS	6/17/2015

**Attachment 5**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Contract Documents**  
**07/24/2015**

220500	COMMON WORK RESULTS FOR PLUMBING	6/17/2015
220517	SLEEVES AND SEALS FOR PLUMBING PIPING	6/17/2015
221116	DOMESTIC WATER PIPING	6/17/2015
221119	DOMESTIC WATER PIPING SPECIALTIES	6/17/2015
221123	DOMESTIC WATER PUMPS	6/17/2015
221316	SANITARY WASTE AND VENT PIPING	6/17/2015
221319	SANITARY WASTE PIPING SPECIALTIES	6/17/2015
221323	SANITARY WASTE INTERCEPTORS	6/17/2015
221413	STORM DRAINAGE PIPING	6/17/2015
221423	STORM DRAINAGE PIPING SPECIALTIES	6/17/2015
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	6/17/2015
312000	EARTH MOVING	6/17/2015
312216	FINE GRADING	6/17/2015
312316	EXCAVATION	6/17/2015
312500	EROSION AND SEDIMENTATION CONTROLS	6/17/2015
313116	TERMITE CONTROL	6/17/2015
316329	DRILLED CONCRETE PIERS AND SHAFTS	6/17/2015
320523	CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS	6/17/2015
321200	FLEXIBLE PAVEMENT	6/17/2015
321313	CONCRETE PAVING	6/17/2015
321373	CONCRETE PAVING JOINT SEALANTS	6/17/2015
321376	SIDEWALKS	6/17/2015
321613	CONCRETE CURB AND GUTTER	6/17/2015
321723	PAVEMENT MARKINGS	6/17/2015
330516	MANHOLES AND STRUCTURES	6/17/2015
331100	WATER UTILITY DISTRIBUTION PIPING	6/17/2015
331210	DUCTILE IRON PIPE AND FITTINGS	6/17/2015
331219	WATER UTILITY DISTRIBUTION PIPING FIRE HYDRANT	6/17/2015
333100	SANITARY UTILITY SEWERAGE PIPING	6/17/2015
333900	SANITARY UTILITY SEWERAGE STRUCTURES	6/17/2015
334000	STORM DRAINAGE UTILITIES	6/17/2015
335100	NATURAL GAS DISTRIBUTION	6/17/2015

**Drawings**

<b>Plan No.</b>	<b>Description</b>	<b>Dated</b>
G0.0	COVERSHEET - CHANGED BY ADDENDUM 1	6/29/2015
C1.1	DEMOLITION PLAN - CHANGED BY ADDENDUM 2	7/6/2015
C1.2	DEMOLITION PLAN	6/17/2015
C1.3	DEMOLITION PLAN	6/17/2015
C1.4	DEMOLITION PLAN	6/17/2015
C1.5	DEMOLITION PLAN	6/17/2015
C1.6	DEMOLITION PLAN	6/17/2015

**Attachment 5**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Contract Documents**  
**07/24/2015**

C2.1	DIMENSIONING PLAN - CHANGED BY ADDENDUM 1	6/29/2015
C2.2	DIMENSIONING PLAN - CHANGED BY ADDENDUM 1	6/29/2015
C2.3	DIMENSIONING PLAN	6/17/2015
C2.4	DIMENSIONING PLAN	6/17/2015
C2.5	DIMENSIONING PLAN	6/17/2015
C2.6	DIMENSIONING PLAN - CHANGED BY ADDENDUM 1	6/29/2015
C2.7	SITE DETAILS	6/17/2015
C3.1	GRADING & DRAINAGE PLAN - CHANGED BY ADDENDUM 1 & 2	7/6/2015
C3.2	GRADING & DRAINAGE PLAN	6/17/2015
C3.3	GRADING & DRAINAGE PLAN	6/17/2015
C3.4	GRADING & DRAINAGE PLAN	6/17/2015
C3.5	GRADING & DRAINAGE PLAN	6/17/2015
C3.6	GRADING & DRAINAGE PLAN	6/17/2015
C3.7	GRADING & DRAINAGE DETAILS	6/17/2015
C4.1	EROSION CONTROL PLAN	6/17/2015
C4.2	EROSION CONTROL PLAN	6/17/2015
C4.3	EROSION CONTROL PLAN	6/17/2015
C4.4	EROSION CONTROL PLAN	6/17/2015
C4.5	EROSION CONTROL PLAN	6/17/2015
C4.6	EROSION CONTROL PLAN	6/17/2015
C4.7	EROSION CONTROL DETAILS	6/17/2015
C5.1	UTILITY COORDINATION PLAN - CHANGED BY ADDENDUM 1 & 2	7/6/2015
C5.2	UTILITY COORDINATION PLAN	6/17/2015
C5.3	UTILITY COORDINATION PLAN	6/17/2015
C5.4	UTILITY COORDINATION PLAN	6/17/2015
C5.5	UTILITY COORDINATION PLAN	6/17/2015
C5.6	UTILITY COORDINATION PLAN	6/17/2015
C5.7	UTILITY COORDINATION DETAILS	6/17/2015
C5.8	UTILITY COORDINATION PLAN & PROFILE - ADDED BY ADDENDUM 1	6/29/2015
C5.9	UTILITY COORDINATION PLAN & PROFILE - ADDED BY ADDENDUM 1	6/29/2015
S0.1	STRUCTURAL GENERAL NOTES	6/17/2015
S0.2	STRUCTURAL GENERAL NOTES	6/17/2015
S0.4	GRID GEOMETRY PLAN	6/17/2015
S1.1	FOUNDATION PLAN - CHANGED BY ADDENDUM 1	6/29/2015
S2.1	FOUNDATION TYPICAL DETAILS	6/17/2015
S2.2	FOUNDATION TYPICAL DETAILS	6/17/2015
S3.1	FOUNDATION DETAILS	6/17/2015
P0.0	PLUMBING SYMBOLS, ABBREVIATIONS, & GENERAL NOTES	6/17/2015
MEPD0.0	UNDERGROUND DEMOLITION MEP PLAN	6/17/2015
MEP1.0	UNDERGROUND MEP PLAN	6/17/2015
MEP1.1	PLUMBING DETAILS AND SCHEDULES	6/17/2015

**Attachment 5**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**List of Contract Documents**  
**07/24/2015**

S9.1	MASONRY TYPICAL DETAILS (FOR REFERENCE ONLY)	6/17/2015
A1.4	CAFETERIA DIMENSION PLAN	6/17/2015
K1	KITCHEN EQUIPMENT PLAN (FOR REFERENCE ONLY)	6/17/2015
K2	KITCHEN EQUIPMENT LIST & DETAILS (FOR REFERENCE ONLY)	6/17/2015
K3	KITCHEN EQUIPMENT PLUMBING PLAN (FOR REFERENCE ONLY)	6/17/2015
K4	KITCHEN EQUIPMENT PLUMBING LIST & DETAILS (FOR REFERENCE ONLY)	6/17/2015
K5	KITCHEN EQUIPMENT ELECTRICAL PLAN (FOR REFERENCE ONLY)	6/17/2015
K6	KITCHEN EQUIPMENT ELECTRICAL LIST & DETAILS (FOR REFERENCE ONLY )	6/17/2015

**Addendums**

Description	Dated
ADDENDUM NO.1	6/29/2015
ADDENDUM NO.2	7/6/2015

**Attachment 6**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**Clarifications and Assumptions**  
**07/22/2015**

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The following are the clarifications and assumptions for the North Little Rock Middle School Site, Foundations, and Underslab Utility Package and constitutes the basis of the project cost.

**General Requirements:**

- 1) A Contingency of \$ 48,062.00 has been included for the sole and exclusive use of the Construction Manager/General Contractor.
- 2) Costs for testing and abatement of Hazardous Materials are excluded.
- 3) Costs for an environmental assessment are excluded.
- 4) We have included an Allowance of \$ 16,000 for geotechnical, asphalt and concrete testing.
- 5) Costs for design fees and geotechnical fees are excluded. This includes penetrations, shoring and design final connections to existing structures shown to be affected by construction under this contract. The Owner will employ the necessary designers to design all work that is to take place on existing structures.
- 6) Costs to provide a registered survey of the property is excluded. It is assumed that the Owner will provide such survey.
- 7) Costs for the use of Submittal Exchange are excluded.
- 8) Costs for Payment and Performance Bonds are included.
- 9) Costs for insurance, including general liability and builder's risk are included. Costs for Owner's Protective Insurance are excluded.
- 10) Costs for an EPA Storm Water Permit are included.
- 11) Costs for a general building permit are included.
- 12) Costs for temporary fencing to isolate the building area have been included.

**Site Work:**

- 1) Costs for the scope of work as defined in Section 000120, Trades Contract Package Schedule, Trade Contract 1 Site Preparation and Earthwork are included.

**Site Utilities:**

- 1) Costs for the scope of work as defined in Section 000120, Trades Contract Package Schedule, Trade Contract 2 Site Utilities are included. Work associated with the "Early Release" work items are included.



**Attachment 6**  
**North Little Rock Middle School Site,**  
**Foundations and Underslab Utility Package**  
**Clarifications and Assumptions**  
**07/22/2015**

**Asphalt Paving:**

- 1) Costs for the scope of work as defined in Section 000120, Bid Package Schedule, Trade Contract 3 are included Work associated with the “Early Release” work items are included.

**Building Concrete**

- 1) Costs for the scope of work as defined in Section 000120, Bid Package Schedule, Trade Contract 4 are included except as modified hereafter:
- 2) Sidewalks, curb and gutter and concrete aprons for the “Early Release” work items are included.
- 3) Costs for the Monument Sign feature foundation are included.

**Underground Plumbing**

- 1) Costs for the scope of work as defined in Section 000120, Bid Package Schedule, Trade Contract 5 are included.

**Electrical Demolition and Underground Electrical**

- 1) Costs for the scope of work as defined in Section 000120, Bid Package Schedule, Trade Contract 6 are included.
- 2) We have included 100 lineal feet of 1” and 2” diameter empty conduits at the monument sign.

**Anchor Bolts and Embeds**

- 1) Costs for the scope of work as defined in Section 000120, Bid Package Schedule, Material Purchase Order Contract A are included.

# Memo

**To:** North Little Rock School District Board

**From:** Gene Hawk, Director of Facilities

**Date:** Thursday, July 30, 2015

**Re:** Disposal of Portable Buildings

---

The District would like to dispose of several portable buildings as listed below:

- Crestwood Elementary (1)
- Indian Hills Elementary (2)
- Ridgeroad Elementary (4)
- Seventh Street Elementary (1)
- North Little Rock Middle School (4)
- North Little Rock High School – West (4)



## Lightspeed Technologies, Inc.

11509 SW Herman Rd.  
Tualatin OR 97062  
1-800-732-8999  
www.lightspeed-tek.com  
fax: 503-684-3197

### Bill To

ACCOUNTS PAYABLE  
NORTH LITTLE ROCK SD  
2700 POPLAR ST  
N LITTLE ROCK AR 72114-2332  
United States

## Quotation

**Date**  
**Quote #**  
**Expires**  
**Created By**  
**Sales Rep**  
**Terms**  
**Shipping Method**

7/21/2015  
62919  
9/19/2015  
CHRYSTAL HUTCHISON  
JENIFER GENTRY  
Net 30  
UPS Ground(N/C)

### Ship To

INDIAN HILLS ELEM SCHL  
6800 INDIAN HILLS DR  
N LITTLE ROCK AR 72116-5330  
United States

Item	Qty	Description	Unit Price	Amount
INSTALLATION	10	INSTALLATION	175.00	1,750.00
TCA-F-M	10	TOPCAT (ACCESS) WITH FLEXMIKE AND MEDIA CONNECTOR	1,147.00	11,470.00
<p>Above discount pricing is based on special pricing for NLRSD. Please note: shipping and handling is included.</p> <p>The Access Technology series products have a 5-year parts and labor limited warranty on the major components. The cables and batteries have a 1-year limited warranty.</p> <p>Please reference quote number when ordering.</p> <p>Please email your purchase order to TIPS at tipspo@tips-usa.com. Each purchase order must reference contract # "1111512". Shipping and handling charges are included with TIPS/TAPS pricing.</p> <p>Sales tax applies</p>				

Thank you for choosing Lightspeed Technologies.

<b>Subtotal</b>	13,220.00
<b>Shipping Cost (UPS Ground(N/C))</b>	0.00
<b>Tax Total</b>	1,123.70
<b>Total</b>	\$14,343.70

**Lightspeed Technologies, Inc.**

11509 SW Herman Rd.  
Tualatin OR 97062  
1-800-732-8999  
www.lightspeed-tek.com  
fax: 503-684-3197

**Bill To**

ACCOUNTS PAYABLE  
NORTH LITTLE ROCK SD  
2700 POPLAR ST  
N LITTLE ROCK AR 72114-2332  
United States

**Quotation**

**Date**  
**Quote #**  
**Expires**  
**Created By**  
**Sales Rep**  
**Terms**  
**Shipping Method**

7/20/2015  
62903  
9/18/2015  
CHRYSTAL HUTCHISON  
JENIFER GENTRY  
Net 30  
UPS Ground(N/C)

**Ship To**

LAKEWOOD ELEM SCHL  
1800 FAIRWAY AVE  
N LITTLE ROCK AR 72116-8304  
United States

Item	Qty	Description	Unit Price	Amount
TCA-F-M	5	TOPCAT (ACCESS) WITH FLEXMIKE AND MEDIA CONNECTOR	1,147.00	5,735.00
TCMB	2	TOPCAT MOUNTING BRACKET KIT	147.00	294.00
INSTALLATION	5	INSTALLATION	175.00	875.00
TRADE-IN CREDIT	5	QUALIFIED TRADE-IN CREDIT	-175.00	-875.00
DCPEX-NA	1	DC POWER EXTENSION CABLE KIT - 50 FT	31.00	31.00
<p>Above discount pricing is based on special pricing for NLRSD.</p> <p>The Access Technology series products have a 5-year parts and labor limited warranty on the major components. The cables and batteries have a 1-year limited warranty.</p> <p>Please reference quote number when ordering.</p> <p>Please email your purchase order to TIPS at tipspo@tips-usa.com. Each purchase order must reference contract # "1111512". Shipping and handling charges are included with TIPS/TAPS pricing.</p> <p>Sales tax applies</p>				

Thank you for choosing Lightspeed Technologies.

<b>Subtotal</b>	6,060.00
<b>Shipping Cost (UPS Ground(N/C))</b>	0.00
<b>Tax Total</b>	515.09
<b>Total</b>	\$6,575.09

**Lightspeed Technologies, Inc.**

11509 SW Herman Rd.  
Tualatin OR 97062  
1-800-732-8999  
www.lightspeed-tek.com  
fax: 503-684-3197

**Bill To**

ACCOUNTS PAYABLE  
NORTH LITTLE ROCK SD  
2700 POPLAR ST  
N LITTLE ROCK AR 72114-2332  
United States

**Quotation**

**Date**  
**Quote #**  
**Expires**  
**Created By**  
**Sales Rep**  
**Terms**  
**Shipping Method**

7/20/2015  
62901  
9/18/2015  
CHRYSTAL HUTCHISON  
JENIFER GENTRY  
Net 30  
UPS Ground(N/C)

**Ship To**

N LITTLE ROCK ADMIN ANNEX  
2200 N POPLAR ST  
N LITTLE ROCK AR 72114-2322  
United States

Item	Qty	Description	Unit Price	Amount
TCA-F-M	2	MEADOW PARK ELEMENTARY TOPCAT (ACCESS) WITH FLEXMIKE AND MEDIA CONNECTOR	1,147.00	2,294.00
INSTALLATION	2	INSTALLATION	175.00	350.00
<p>Above discount pricing is based on special pricing for NLRSD. Please note: shipping and handling is included.</p> <p>The Access Technology series products have a 5-year parts and labor limited warranty on the major components. The cables and batteries have a 1-year limited warranty.</p> <p>Please reference quote number when ordering.</p> <p>Please email your purchase order to TIPS at tipspo@tips-usa.com. Each purchase order must reference contract # "1111512". Shipping and handling charges are included with TIPS/TAPS pricing.</p> <p>Sales tax applies</p>				

Thank you for choosing Lightspeed Technologies.

<b>Subtotal</b>	2,644.00
<b>Shipping Cost (UPS Ground(N/C))</b>	0.00
<b>Tax Total</b>	224.70
<b>Total</b>	\$2,868.70



PO Box 1370 | 185 Arena Rd | Cabot AR 72023 | 501.628.5266 | arautosprinklers.com

**NLR School District- Ridge Road Intercom Quote**

July 27, 2015

Quote # 15281c

Tips Taps Contract Number: 1042414 General Services

Tips Taps Contract Number: 4042612 Security/ Surveillance Systems & Installation

We are pleased to submit for your consideration a quote covering all equipment and services required for a Bogen intercom system. System design is per school specifications.

**Scope of Work:**

Ridge Road Elementary

- ✓ Install a Bogen 72-station rack mount head end unit with power supply, master clock and five admin phones.
- ✓ Install 48 call stations and classroom speakers.
- ✓ Install 56 2x2 ceiling intercom ceiling speakers.
- ✓ Install 1 horn.
- ✓ Install 22/2 pair cabling from the head end to classrooms.
- ✓ Install 18/4 cabling from the head end to the admin phones.

**WORK EXCLUDED**

The following work is specifically excluded from the scope of our proposal.

- Supply and installation of conduit and electrical equipment (full conduit system, conduit stub-ups, boxes, boxes hangers, fittings, etc.).
- Installation of 120VAC power to associated equipment.
- Electrical bonding and grounding and associated equipment.
- Wall space for associated equipment.
- Painting, patching, finish repair and ceiling tile replacement.
- Overtime, night, weekend or wage scaled labor.

**PRICE: \$31,080.00-Base Price**

Pricing is contingent upon acceptance of quotes 15281a, 15281b & 15281c as a whole. Pricing discounts from vendors cannot be guaranteed if all three quotes are not accepted. Any changes by the Fire Marshal/AHJ, customer, Architect or Engineer will require a pricing adjustment. This proposal is based on current costs and United Fire Suppression reserves the right to revise this proposal if not accepted within thirty days.

United Fire Suppression

Jesse Siladke

[jsiladke@uas-ufs.com](mailto:jsiladke@uas-ufs.com)

Office-501-628-5266

Fax- 501-843-9862

Accepted By: \_\_\_\_\_

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

PO # (If required): \_\_\_\_\_

AR Alarm LIC: E 2009 0058

OK Alarm LIC: 1862

Extinguisher LIC: PF-164

Arkansas Contractor License 0028470415

Regulated by the Arkansas Board of Private Investigators and Private Security Agencies

1 State Police Plaza Drive

Little Rock, AR 72209

501-618-8600





**Pathway Communications LTD.**  
 720 Valley Ridge Circle, STE 13  
 Lewisville, Texas 75057  
 Texas Office (972) 436-6161 Fax (972) 436-0421

North Little Rock School District  
 RFP #NLRSD0213VideoPBX  
 Safari Montage Localized Server Solution

**NLR High School North - Distributed System - eRate Project 2014 - Add 38 Flat Panels**

Manufacturer	Part #	Description	Quantity	Unit Price	Ext. Price	% Eligible	Eligible Amount	Non-Eligible Amount
					\$ -			
Safari	SERV-RM86	Safari Montage 8 Bay RM 86 Rack mount Server (Includes SAFARI Montage	0	\$ 4,549.00	\$ -	90%	\$ -	\$ -
Safari	CDRV-030-E-Y	3th Creation Drive	0	\$ 415.00	\$ -	100%	\$ -	\$ -
Safari	G9943	Selective Video Streaming (SVS) School License	0	\$ 309.38		100%	\$ -	\$ -
Safari	SAF13167	Pathways SM School License	0	\$ 371.88		100%	\$ -	\$ -
Safari	G9854	Safari Montage Creation Station School License	0	\$ 309.38		100%	\$ -	\$ -
Safari	SAF12971	Source Controller	0	\$ 618.75	\$ -	90%	\$ -	\$ -
Safari	G1571	SAFARI Montage SD/HD MPEG Encoder - Standalone	0	\$ 1,495.00	\$ -	100%	\$ -	\$ -
Safari	G1572	Safari Montage Quad SD/HD MPEG Encoder	0	\$ 5,945.00	\$ -	100%	\$ -	\$ -
Safari	G9612B-STD	Safari CMC/Kiosk	0	\$ 1,057.81	\$ -	100%	\$ -	\$ -
Pathway	RACK	Rack Enclosure	0	\$ 4,375.00	\$ -	100%	\$ -	\$ -
Pathway	Misc.	Misc. material - Shelves, cables, velcro, etc.	0	\$ 1,625.00	\$ -	100%	\$ -	\$ -
Safari	SERV-NDVR-6	SAFARI Montage Network DVR 6-Streams	0	\$ 4,993.75	\$ -	0%	\$ -	\$ -
Safari	G1320-6	SAFARI Montage NDVR Network Software (6 Streams)	0	\$ 2,496.88	\$ -	0%	\$ -	\$ -
Safari	BroadcastCartKit1	eRate Eligible Broadcast Cart Kit	0	\$ 1,870.52	\$ -	80%	\$ -	\$ -
Safari	BroadcastCartKit2	Broadcast Cart Materials not eRate Eligible	0	\$ 1,600.10	\$ -	0%	\$ -	\$ -
Safari	G9955	Safari Montage Technical Training	0	\$ 3,243.75	\$ -	100%	\$ -	\$ -
Pathway	40 inch Flat Panel	40 inch Flat Panel with tilt wall mount	38	\$ 399.00	\$ 15,162.00	0%	\$ -	\$ 15,162.00
					\$ -	0%	\$ -	\$ -

Total Eligible Amount	\$ -	
Total Non-Eligible Amount		\$ 15,162.00
Taxes	\$ -	\$ 1,421.07
Shipping	\$ -	\$ 606.48
Labor	\$ -	\$ 950.00
Subtotal of Eligible	\$ -	
Subtotal of Non Eligible		\$ 18,139.55
Total	\$ 18,139.55	

# **NORTH LITTLE ROCK SCHOOL DISTRICT**

Board Agenda – July 30, 2015

## **LICENSED ADMINISTRATIVE PERSONNEL RESIGNATIONS, RETIREMENTS & TERMINATIONS**

Richard Woods	----	North Little Rock High School, Assistant Principal Effective July 27, 2015
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## **LICENSED PERSONNEL RESIGNATIONS, RETIREMENTS & TERMINATIONS**

Greta Arrington	---	North Little Rock Academy, Science Teacher Effective July 28, 2015
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Claudia Crespo	---	Amboy Elementary, Second Grade Teacher Effective July 27, 2015
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Connie Eberle	---	North Little Rock High School, English Teacher Effective July 14, 2015
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Bridgette Hawkins	---	Crestwood Elementary, First Grade Teacher Effective July 27, 2015
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Heather Hodges	---	Amboy Elementary, Fourth Grade Teacher Effective July 22, 2015
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Charisse Huffstutler	---	Indian Hills Elementary , Kindergarten Teacher Effective July 27, 2015
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Gwen Litzsey	---	North Little Rock Academy, JAG Teacher Effective July 27, 2015
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Shaniqua Ray	---	North Little Rock Middle School, Math Teacher Effective July 22, 2015
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Holly Riesco	---	North Little Rock Middle School, English Teacher Effective July 21, 2015
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Linda Sisco	---	Special Services, Hearing Specialist Effective July 23, 2015
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Mary Whitney	---	North Little Rock High School, Math Teacher Effective July 22, 2015
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## LICENSED ADMINISTRATIVE PERSONNEL TRANSFERS & CHANGES

Perry Parr --- From Assistant Principal, North Little Rock High School  
To Assistant Principal, North Little Rock Middle School

## LICENSED PERSONNEL TRANSFERS & CHANGES

Debbie Brown --- From PE/Coach, North Little Rock High School  
To PE/Coach, North Little Rock Middle School

Lora Hicks                      ---                      From Art Teacher, Amboy Elementary  
To Art Teacher, North Little Rock Middle School

Blake Pizan --- From PE/Coach, North Little Rock Middle School  
To PE/Coach, North Little Rock High School

Tiffany Randall --- From Second Grade, North Heights Elementary  
To Math Coach 3-5, Ridgeroad Elementary

Valencia Rochelle      ---      From Fifth Grade Teacher, Amboy Elementary  
To Elementary Technology Facilitator, NLRSD

Anita Shelton --- From Special Education Teacher, Meadow Park Elementary  
To Special Education Teacher, North Little Rock Academy

## NEW LICENSED PERSONNEL INFORMATION

Name: Elizabeth Brewster  
Proposed Assignment: Music Teacher, Amboy Elementary  
Licensure: 5 Yr. Standard, Vocal Music K-6, 7-12; Inst. Music K-6, 7-12  
Teaching Experience: Wynne School District

Name: Laura Flake  
Proposed Assignment: Math Coach, Ridgeroad Elementary  
Licensure: 5 yr. Standard, ECH P-4  
Teaching Experience: Russellville School District

NEW LICENSED PERSONNEL INFORMATION  
( Cont'd.)

Name:	Jamie Freyaldenhoven
Proposed Assignment:	Art Teacher, Lakewood Elementary
Licensure:	Provisional License; Art K-12
Teaching Experience:	Young Artist Studios
Name:	Cassie Garvey
Proposed Assignment:	Third Grade, Boone Park Elementary
Licensure:	5 Year Standard; ECH P-4
Student Teaching Exp.:	Boone Park Elementary
Name:	Jessamy Havens
Proposed Assignment:	Third Grade Teacher, Amboy Elementary
Licensure:	5 Yr. Standard; ECH P-4
Student Teaching Exp.:	Lonoke School District
Name:	Sally Martin
Proposed Assignment:	Speech-Language Pathologist, Special Services
Licensure:	5 Yr. Standard, Speech Language Pathologist PK-12
Teaching Experience:	North Little Rock School District
Name:	Aly Paegelow
Proposed Assignment:	Fifth Grade Teacher, Amboy Elementary
Licensure:	5 Yr. Standard, Elem K-6; MS English & Science 4-8
Teaching Experience:	Enid, Oklahoma School District
Name:	Amanda Ruff
Proposed Assignment:	Literacy Interventionist, Glenview Elementary
Licensure:	5 Yr. Standard, ECH P-4; Reading K-12
Teaching Experience:	LISA Academy
Name:	Kaitlyn Spencer
Proposed Assignment:	Music Teacher, Meadow Park Elementary
Licensure:	5 Yr. Standard, Instrumental/Vocal Music K-12
Teaching Experience:	Drew Central School District, Monticello, AR
Name:	Courtney Taylor
Proposed Assignment:	English Teacher, North Little Rock High School
Licensure:	Provisional License, English/Language Arts 7-12

NORTH LITTLE ROCK SCHOOL DISTRICT  
HUMAN RESOURCES OFFICE

Board Agenda – July 30, 2015  
CORRECTED

CLASSIFIED PERSONNEL RESIGNATIONS, RETIREMENTS AND TERMINATIONS

Karle Allen	---	Seventh Street Elementary – Child Nutrition Assistant Effective 7-20-15
Lucas Arnold	---	NLR Middle School – Custodian Effective 7-13-15
Ilea Hymes	---	Amboy Elementary – Principal’s Secretary Effective 7-16-15
Katie Stephens	---	NLRSD Central Office – Bookkeeper Effective 7-22-15
Bennie Williams	---	NLRSD Child Nutrition – Warehouse Assistant Effective 7-24-15

CLASSIFIED PERSONNEL TRANSFERS AND CHANGES

Yvette Allen	---	From Park Elementary – Special Education Paraprofessional To Meadow Park Elementary – Instructional Paraprofessional
Brian Bradford	---	From Park Hill Elementary – Lead Custodian To Ridgeroad Elementary – Lead Custodian
Ronnie Briggs	---	From NLR Academy – Custodian To NLR High School – Custodian
Carolyn Brown	---	From NLRSD Transportation – Bus Driver To NLR High
Kenneth Brown	---	From Ridgeroad Middle – Custodian To Boone Park Elementary – Custodian
Elizabeth Carroll	---	From NLRSD Administration – Coordinator’s Secretary To NLRSD Administration – Administrative Director of Federal Programs, Professional Development and School Improvement Secretary
Mindy Carroll	---	From Glenview Elementary – Occupational Therapist To Ridgeroad Elementary – Occupational Therapist
Kaye Coleman	---	From Pike View ECC – Pre-K Paraprofessional To Glenview Elementary – Pre-K Paraprofessional

Ronald Conley	---	From Redwood ECC – Custodian To Lakewood Elementary – Custodian
Kelsey Coulter	---	From Amboy Elementary – Occupational Therapist To Crestwood Elementary – Occupational Therapist
Jasmyne Dortch	---	From Boone Park Elementary – Pre-K Paraprofessional To Pike View ECC – Pre-K Paraprofessional
Jan Earp	---	From Glenview Elementary – Physical Therapist To Ridgeroad Elementary – Physical Therapist
Calesha Franklin	---	From Glenview Elementary – Pre-K Paraprofessional To Pike View ECC – Pre-K Paraprofessional
Jatina Gibson	---	From Boone Park Elementary – Computer Lab Paraprofessional To NLR High School – Computer Lab Paraprofessional
Faye Gilbert	---	From Pike View ECC – Pre-K Paraprofessional To Glenview Elementary – Pre-K Paraprofessional
Patricia Henderson	---	From Crestwood Elementary – Instructional Paraprofessional To Amboy Elementary – Instructional Paraprofessional
Mary Hill	---	From Ridgeroad Middle – Nurse To NLR Middle School – Nurse
Harriett Hoof	---	From North Heights Elementary – Child Nutrition Assistant To NLR High School – Child Nutrition Assistant
Lara Humphries	---	From Crestwood Elementary – Occupational Therapist To Meadow Park Elementary – Occupational Therapist
Lavera James	---	From North Heights Elementary – Custodian To Boone Park Elementary – Custodian
Barbara Jones	---	From North Heights Elementary – Custodian To Glenview Elementary – Custodian
Elizabeth Lacina	---	From Boone Park Elementary – Pre-K Paraprofessional To Glenview Elementary – Pre-K Paraprofessional
Valerie Mabry	---	From Ridgeroad Middle – Custodian To NLR High School – Custodian
Tomeka Moore	---	From Pike View ECC – Pre-K Paraprofessional To Boone Park Elementary – Pre-K Paraprofessional
Claudia Moran	---	From Lakewood Middle – Occupational Therapist To NLR High School – Occupational Therapist

Marla Morrissey	---	From Pike View Elementary – Nurse To Ridgeroad Elementary – Nurse
Jenny O'Bannon	---	From NLRHS Freshman Campus – Nurse To NLR High School – Nurse
Billy Reed	---	From Pike View Elementary – Custodian To Meadow Park Elementary – Custodian
Clifton Robinson	---	From Ridgeroad Middle – Special Education Paraprofessional To NLR Middle School – Special Education Paraprofessional
Carlos Rodgers	---	From Ridgeroad Middle – Custodian To NLR High School – Custodian
Kelicia Scott	---	From Meadow Park Elementary – Instructional Paraprofessional To Ridgeroad Elementary – Special Education Paraprofessional
Jennifer Skaggs	---	From Amboy Elementary – General Secretary To Amboy Elementary – Principal's Secretary
Julie Sobkoviak	---	From Park Hill Elementary – Occupational Therapist To Seventh Street Elementary – Occupational Therapist
Lawinda Tiggs	---	From Pike View Elementary – Child Nutrition Manager To NLR Middle School – Child Nutrition Assistant
Mario Tobias	---	From Park Hill Elementary – Custodian To NLR Middle School – Lead Custodian
Lynne Underwood	---	From Glenview Elementary – Pre-K Paraprofessional To Crestwood Elementary – Instructional Paraprofessional
Galvin Waits	---	From NLRSD Maintenance – Safety Officer To NLR High School – Campus Supervisor
Sharon Williams	---	From NLRSD Transportation – Bus Driver To NLR High School – Campus Supervisor
Laura Winters	---	From Meadow Park Elementary – Occupational Therapist To NLR Middle School – Occupational Therapist

#### NEW CLASSIFIED PERSONNEL

Marquesc Clingmon	---	NLRSD Maintenance – Maintenance Helper Effective 7-27-15, Salary Schedule 4MA, 252 days
Linda Collier	---	Indian Hills Elementary – Physical Therapist Effective 8-10-15, Salary Schedule 4PO, 192 days

Stacy Cox	---	NLRSD Maintenance – Maintenance Helper Effective 7-27-15, Salary Schedule 4MA, 252 days
Hermon Cunningham	---	NLRSD Transportation – Bus Driver Effective 8-10-15, Salary Schedule 4TR 182 days
Roshunda Hicks	---	Indian Hills Elementary – Special Education Paraprofessional Effective 8-10-15, Salary Schedule 4PP, 185 days
Hosea Miller	---	NLRSD Transportation – Bus Driver Effective 8-10-15, Salary Schedule 4TR, 182 days
Warren Osborne	---	NLRSD Transportation – Bus Driver Effective 8-10-15, Salary Schedule 4TR, 182 days
Kellie Starkey	---	NLRMS – Special Education Paraprofessional Effective 8-10-15, Salary Schedule 4PP, 185 days





Rhonda Colquitt &lt;colquitr@nlrsd.org&gt;

**Former Pine Street Elementary**

1 message

**Adam Jenkins** <ajenkins@ngarkansas.com>

Tue, Jul 28, 2015 at 3:53 PM

To: "Rhonda Colquitt (colquitr@nlrsd.org)" &lt;colquitr@nlrsd.org&gt;

Cc: Kelly Rodgers &lt;rodgerske@nlrsd.org&gt;, "scott.teague@usbank.com"

&lt;scott.teague@usbank.com&gt;, Brian Brown &lt;brownb@nlrsd.org&gt;, "Denise Drennan (drennand@nlrsd.org)" &lt;drennand@nlrsd.org&gt;, "hawkg@nlrsd.org" &lt;hawkg@nlrsd.org&gt;

Rhonda,

See attached offer for Former Pine Street Elementary, to be voted on this Thursday night. The attachment consists of;

**Real Estate Contract**

Purchase Price	\$1500,000
Earnest Money	\$1,000
Review Period	30 days
Closing	August 19, 2015
Survey	No Survey
Termite Policy	None

**Seller's Counter to the Real Estate Contract**

Buyer agrees that this offer is contingent upon final NLRSD Board approval,

Removal of trash/debris from property and

Possession of property under fence line

**Inspection, Repair and Survey Addendum**

Buyer is requesting a reduction in price from \$150,000 to **\$110,000** regarding his Inspection of the building. I have attached his bid for asbestos removal, an email indicating that 8 of the 13 air conditioners were not working and roof leaks. If approved by the NLRSD Board Buyer will close within 20 days of acceptance of the Inspection, Repair and Survey Addendum.

**Adam Jenkins**

Senior Associate &amp; Director



Newmark Grubb Arkansas  
301 Main Street, Suite 204  
North Little Rock, AR 72114



T 501.978.4333 M 501.993.8462

ajenkins@ngarkansas.com  
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**20150728152631998.pdf**  
7540K

# Inspection, Repair and Survey Addendum

Page 1 of 4



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Form Serial Number: 068162-700143-7586985

Regarding the Real Estate Contract (Form Serial Number 075259-400143-4493174) dated (month) June, (day) 25, (year) 2015, between Buyer, The Clifton Family, LLLP, and Seller, North Little Rock School District, covering the real property known as 1900 North Pine Street North Little Rock, AR 72118

(the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements and promises made below and other good and valuable consideration, receipt and sufficiency being acknowledged, agree as follows:

## 1. BUYER'S INSPECTION: Buyer chose:

- ☒ A. To use a representative of Buyer's choosing to perform the inspection suggested and allowed by Paragraph 16(B) of the Real Estate Contract Residential, Paragraph 18(C) of the Real Estate Contract Commercial OR Paragraph 21 of the Real Estate Contract New Construction and to provide in the space below a list of repairs needed. Buyer reserves the right to re-inspect the Inspection Items (Real Estate Contract Residential or Commercial) OR Punch List items (Real Estate Contract New Construction) prior to Closing to make sure all repairs have been completed and no other repairs are needed.
- ☐ B. To personally make the inspection of the Inspection Items as defined, suggested and allowed in Paragraph 16(B) of the Real Estate Contract Residential, Paragraph 18 (C) of the Real Estate Contract Commercial OR the Punch List items as defined, suggested and allowed in Paragraph 21 of the Real Estate Contract New Construction and to provide in the space below a list of repairs needed. Buyer is not relying on any expertise other than that possessed by Buyer. Buyer reserves the right to re-inspect the Inspection Items (Real Estate Contract Residential or Commercial) OR Punch List items (Real Estate Contract New Construction) prior to Closing to make sure all repairs have been completed and no other repairs are needed.
- ☐ C. To waive all rights of inspection and re-inspection and accepts the Property in its present condition, intentionally disregarding the rights provided to Buyer in Paragraph 16(B) of the Real Estate Contract Residential, Paragraph 18(C) of the Real Estate Contract Commercial OR Paragraph 21 of the Real Estate Contract New Construction.
- ☐ D. Buyer and Seller have entered into a Real Estate Contract (Lots and Acreage) and Buyer acknowledges that only Paragraphs 1 and 5 of this Inspection, Repair and Survey Addendum are applicable.

List of repairs requested by Buyer other than Third-Party Requirements (as defined in the Real Estate Contract Residential or Commercial) OR List of Punch List items requested by Buyer (as defined in the Real Estate Contract New Construction):

***In lieu of any and all repairs including: 1. asbestos quote for asbestos removal, 2. 8 of the 13 air conditioners not functioning and 3. roof leak problems, the sale price to be amended to \$110,000 Cash and buyer can close within 20 days of acceptance of this addendum.***

# Inspection, Repair and Survey Addendum

Page 2 of 4



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Form Serial Number: 068162-700143-7586985

This Inspection, Repair and Survey Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein.

THIS IS A LEGALLY BINDING ADDENDUM WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

**Keller Williams Realty**

Selling Firm

Signature: Karl Freeman

Signature: Norman Clifton

Printed Name: Karl Freeman  
Principal or Executive Broker

Printed Name: The Clifton Family, LLLP  
Buyer

Signature: Walter O'Neal

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

Printed Name: Walter O'Neal  
Selling Agent

Printed Name: \_\_\_\_\_  
Buyer

(SELECT ONE)

☐ **2A. REAL ESTATE CONTRACT RESIDENTIAL or COMMERCIAL - SELLER'S RECEIPT OF REPAIR LIST:** List of repairs needed was submitted to Seller or Listing Firm within ten (10) business days as allowed by the Real Estate Contract Residential or Commercial. **Seller will respond to Buyer's request within five (5) business days after date received with the exception of Third-Party Requirements, which will be delivered in a timely manner upon receipt.**

☐ **2B. REAL ESTATE CONTRACT NEW CONSTRUCTION - SELLER'S RECEIPT OF PUNCH LIST ITEMS:** List of Punch List Items was submitted to Seller or Listing Firm within \_\_\_\_\_ business days as allowed by the Real Estate Contract (New Construction).

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

Listing Firm

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

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

Printed Name: \_\_\_\_\_  
Principal or Executive Broker

Printed Name: \_\_\_\_\_  
Seller

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

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

Printed Name: \_\_\_\_\_  
Listing Agent

Printed Name: \_\_\_\_\_  
Seller

Page 2 of 4

Serial#: 068162-700143-7586985

Prepared by: Walter O'Neal | Keller Williams Realty LP | walteroneal@kwr.com

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# Inspection, Repair and Survey Addendum

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Form Serial Number: 068162-700143-7586985

## TO BE COMPLETED WHEN SELLER RECEIVES REPAIR LISTS EXCLUDING THIRD-PARTY REQUIREMENTS IF NOT AVAILABLE OR NEW CONSTRUCTION PUNCH LIST ITEMS

### 3. SELLER'S RESPONSE TO REPAIR LIST:

☐ A. Seller agrees to complete the list of repairs listed in Paragraph 1 of this Inspection, Repair and Survey Addendum, subject to the terms and conditions of the Real Estate Contract

☐ B. Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

Listing Firm

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Principal or Executive Broker**

**Seller**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Listing Agent**

**Seller**

**4. BUYER'S RESPONSE:** Buyer will respond to Seller's response within five (5) business days after date received with the exception of Third-Party Requirements, which will be delivered in a timely manner upon receipt.

☐ A. Buyer acknowledges/agrees to Paragraph 3 of this Inspection, Repair and Survey Addendum.

☐ B. Buyer does not agree to Paragraph 3 of this Inspection, Repair and Survey Addendum. See General Addendum Form Serial Number \_\_\_\_\_.

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

**Keller Williams Realty**

Selling Firm

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

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

Printed Name: **Karl Freeman**

Printed Name: **The Clifton Family, LLLP**

**Principal or Executive Broker**

**Buyer**

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

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

Printed Name: **Walter O'Neal**

Printed Name: \_\_\_\_\_

**Selling Agent**

**Buyer**

Page 3 of 4

Serial#: 068162-700143-7586985

Prepared by: Walter O'Neal | Keller Williams Realty L.P. | walteroneal@kwi.com

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# Inspection, Repair and Survey Addendum

Page 4 of 4



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## TO BE COMPLETED AFTER BUYER'S FINAL INSPECTION PRIOR TO CLOSING

5. BUYER'S AGREEMENT TO PROPERTY CONDITIONS: BUYER ACKNOWLEDGES THE AGENT(S) INVOLVED IN THIS TRANSACTION HAVE MADE BUYER AWARE THAT INSPECTORS WHO PROVIDE THAT SERVICE REGULARLY ARE AVAILABLE AND BUYER COULD CHOOSE FROM THOSE INSPECTORS LISTED IN THE YELLOW PAGES, OR THOSE THE AGENT(S) KNOW ABOUT, OR BUYER COULD CONTACT A PROFESSIONAL SOCIETY OR ORGANIZATION OF INSPECTORS TO FIND A SUITABLE INSPECTOR. BUYER IS NOT RELYING ON THE AGENTS' ADVICE OR RECOMMENDATION IN REGARDS TO CHOOSING AN INSPECTOR. ALSO, BUYER UNDERSTANDS THAT THE RECEIPT OF AN INSPECTION AND A SELLER PROPERTY DISCLOSURE DOES NOT RELIEVE BUYER FROM THE RESPONSIBILITY OF PERSONALLY INSPECTING THE PROPERTY UNTIL BUYER IS FULLY SATISFIED. BUYER WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT BUYER AND ALL PERSONS OR ENTITIES DESIRED BY BUYER HAVE INSPECTED THE PROPERTY TO THE FULLEST EXTENT DESIRED BY BUYER AND FIND THE CONDITION OF THE PROPERTY ACCEPTABLE IN ALL RESPECTS. BUYER REAFFIRMS ALL DISCLAIMERS SET FORTH WITHIN THE REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER.

BUYER ACKNOWLEDGES THAT IF THIS PROPERTY IS IN A FLOOD ZONE, CURRENT FLOOD INSURANCE RATES APPLICABLE AT THE TIME OF PURCHASE MAY INCREASE DURING THE TIME OF OWNERSHIP.

BUYER HAS HAD AN OPPORTUNITY TO INSPECT, REVIEW AND VISIT THE PROPERTY AND TO OBTAIN A SURVEY OF THE PROPERTY TO DETERMINE THAT THE PROPERTY ACTUALLY CONVEYED IS THE PROPERTY BUYER UNDERSTANDS IS BEING CONVEYED, AND BUYER IS NOT RELYING ON ANY STATEMENT (WRITTEN OR ORAL) OF LISTING FIRM, SELLING FIRM, OR SELLER CONCERNING THE SIZE (SPECIFICALLY INCLUDING THE AMOUNT OF SQUARE FOOTAGE IN ANY IMPROVEMENTS, BUYER BEING SOLELY RESPONSIBLE FOR DETERMINING THAT THE AVAILABLE SQUARE FOOTAGE IS TO BUYER'S SATISFACTION WITHOUT RELIANCE ON SELLER, LISTING FIRM OR SELLING FIRM), DIMENSIONS, ACREAGE, AREA OR LOCATION OF THE PROPERTY. THE FACT THAT BUYER COMPLETES THE PURCHASE OF THIS PROPERTY WARRANTS BUYER IS COMPLETELY SATISFIED WITH THE CONDITION OF THE PROPERTY. ALL REPAIRS REQUIRED BY THIS INSPECTION, REPAIR AND SURVEY ADDENDUM AND AGREED TO BY SELLER HAVE BEEN MADE TO THE SATISFACTION OF BUYER WITHOUT RELIANCE UPON ANY REPRESENTATION FROM SELLER, LISTING FIRM OR SELLING FIRM.

IF THIS FORM IS BEING USED ON NEW CONSTRUCTION, THIS DISCLAIMER DOES NOT LIMIT, EXPAND, OR OTHERWISE AFFECT THE BUILDER'S WRITTEN OR IMPLIED WARRANTY, IF ANY.

This Inspection, Repair and Survey Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015

FORM SERIAL NUMBER: 068162-700143-7586985

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

**Keller Williams Realty**

Selling Firm

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

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

Printed Name: **Karl Freeman**  
Principal or Executive Broker

Printed Name: **The Clifton Family, LLLP**  
Buyer

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

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

Printed Name: **Walter O'Neal**  
Selling Agent

Printed Name: \_\_\_\_\_  
Buyer

Page 4 of 4

Serial#: 068162-700143-7586985

Prepared by: Walter O'Neal | Keller Williams Realty | P. L. walleroneal@kwr.com

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## Adam Jenkins

---

**From:** Walter O'Neal <walteroneal@aol.com>  
**Sent:** Tuesday, July 21, 2015 11:36 AM  
**To:** Adam Jenkins  
**Subject:** Fwd: 19th and pine school  
**Attachments:** Scan0127.pdf

Adam, I just received this email from Norman. Let me know your thoughts and hopefully we can still move forward and get this closed asap.



**Walter O'Neal II**  
**Real Estate Professional**  
**Keller Williams Realty**  
12814 Cantrell Road  
Little Rock, AR 72223

**Cell:** 501-804-7999  
**Work:** 501-907-5959  
**Fax:** 501-907-5958  
**Web:** <http://walteroneal.yourkwagent.com>

-----Original Message-----

**From:** Norman Clifton <[poorolenorm@sbcglobal.net](mailto:poorolenorm@sbcglobal.net)>  
**To:** Walter O'Neal <[walteroneal@aol.com](mailto:walteroneal@aol.com)>  
**Sent:** Tue, Jul 21, 2015 10:32 am  
**Subject:** 19th and pine school

Walter

Let this serve as a notice to amend my offer on the above property contract, as per article #18, item C, inspections, I am forwarding you a copy of an asbestos quote for asbestos removal from said building and also there were only 5 ac units of the approx.. 13 working. also various other items of disrepair including roof leak problems.

The amended offer I submit will be 110,000.00, all cash at closing with all contingencies removed, and we can move to closing ASAP.

Please advise me of the sellers intention by 7-23-15 by 5 P.M.

Thank You

Norman Clifton

## Norman Clifton

---

**From:** Andy Hight <AHight@pmico.com>  
**Sent:** Monday, July 20, 2015 2:51 PM  
**To:** 'poorolenorm@sbcglobal.net'  
**Subject:** Asbestos Abatement Price Pine Elementary  
**Attachments:** 20150720131818.pdf

Norman,

Please see attached cost estimate. Let me know if you have any questions or concerns.

Respectfully,

**Andy Hight**  
**Project Manager/Environmental Scientist**  
**Pollution Management, Inc.**  
**3512 South Shackleford Road**  
**Little Rock, Arkansas 72205**  
**Office 501-221-7122**  
**Cell 501-837-0840**

[ahight@pmico.com](mailto:ahight@pmico.com)

[www.pmico.com](http://www.pmico.com)

**This message is intended for use by the person to whom it is expressly addressed and may contain information that is confidential and legally privileged. If you are the intended recipient, you are hereby notified that any use, reliance on, reference to, review, disclosure or copying of this message and the information it contains for any purpose is prohibited. Opinions, conclusions and other information in this message that do not relate to the official business of Pollution Management, Inc. shall be understood as neither given nor endorsed by PMI.**

**From:** Terry Blaylock [<mailto:tblaylock@epaonline.biz>]  
**Sent:** Monday, July 20, 2015 1:30 PM  
**To:** Andy Hight  
**Subject:**

Here you go, let me know if you have any questions.

Terry





Environmental  
Protection  
Associates

#9 Remington Cove  
Little Rock, Arkansas 72204  
501-562-3818  
Fax 501-562-5701

## PROPOSAL

DATE: July 20, 2015

TO: PMI, Inc.

PROJECT LOCATION: Pine Street Elementary  
1900 N Pine Street  
NLR, Ar

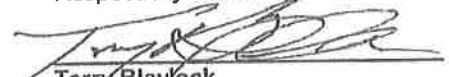
Environmental Protection Associates proposes to provide the following scope of work:  
Removal and disposal of approximately 18,000 sf of floor tile & mastic per inspection report from  
ENSCO Environmental Services dated 9-14-1988. Price includes NOI fee to ADEQ, written design  
and third party final clearance sampling. Owner to supply power and water. Owner to cleanout  
all debris located in areas where floor tile exist. Project to take 6 days.

**For the Sum of: Twenty-seven thousand three hundred ninety-two dollars and no/cents**  
**\$27,392.00**

**For the Sum of:**

Environmental Protection Associates propose to perform the scope of work and alternates under  
EPA, NESHAPS, AHERA, and State of Arkansas regulations.  
Insurance: Provide Workmans Compensation, Automobile and Comprehensive General Liability Insurance.  
CGL to include \$1,000,000 coverage for asbestos related acts specifically. Other limits available.  
Project Documentation shall be provided including all paperwork concerning this project.

Respectfully submitted,

  
Terry Blaylock  
President

*This proposal may be withdrawn by EPA if not accepted within days.  
Payment for invoices provided shall be made days from date of invoice.*

## ACCEPTANCE OF PROPOSAL

*The above proposal and its conditions is satisfactory and is hereby accepted. EPA is authorized to do the work as  
proposed and outlined above.*

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

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

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

# Seller's Counter to the Real Estate Contract

Page 1 of 2



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FORM SERIAL NUMBER: 078375-100143-5255646

The Real Estate Contract (Form Serial Number 075259-400143-4493174),  
dated (month) June, (day) 16, (year) 2015, between Buyer,  
The Clifton Family, LLLP and Seller,  
North Little Rock School District, covering the real property  
known as 1900 North Pine Street North Little Rock, AR 72118

(the "Property"), is not accepted in its present form; therefore, the following counter offer is hereby submitted:  
**1. Buyer understands that this offer is contingent upon final approval of the North Little Rock School District, within thirty (30) days of acceptance of the Real Estate Contract.**

**2. Section 17: OTHER: Number 3. The second sentence shall be revised as follows: Any and all trash/debris shall be removed upon vacating the premises: the fencing is not owned by the NLRSD and cannot be conveyed at closing.**

**3. Possession to be given to buyer at closing all buildings and property except the property under fence as specified in "Exhibit D".**

**OTHER TERMS:** All other terms as provided in the initial Real Estate Contract are incorporated herein by reference and shall remain exactly as set forth therein, solely except those amended above.

**RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to accept any other offer prior to actual receipt by Listing Firm of an executed and accepted copy of this Seller's Counter to the Real Estate Contract.

**SIGNATURES APPEAR ON PAGE 2 OF 2**

Page 1 of 2

Serial#: 078375-100143-5255646

Prepared by: Moller O'Meara, Keller Williams Realty LP, molleromeara@kw.com

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# Seller's Counter to the Real Estate Contract

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**COUNTERPARTS:** This Seller's Counter Offer to the Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION OF COUNTER:** This Seller's Counter Offer to the Real Estate Contract expires if not accepted on or before (month) June (day) 29, (year) 2015, at 2:00 ☐ (a.m.) ☒ (p.m.)

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM. THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015

FORM SERIAL NUMBER: 078375-100143-5255646

The above Seller's Counter to the Real Estate Contract is executed on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

NEWMARK GROBS ARKANSAS

Listing Firm

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

Signature: (X) Kelly Adams

Printed Name: \_\_\_\_\_

Principal or Executive Broker

Printed Name: \_\_\_\_\_

Seller

Signature: (Signature)

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

Printed Name: ADAM JENKINS

Listing Agent

Printed Name: \_\_\_\_\_

Seller

The above Seller's Counter to the Real Estate Contract is executed on (month) June (day) 25, (year) 2015, at 1:00 ☐ (a.m.) ☒ (p.m.)

Keller Williams Realty

Selling Firm

Signature: Karl Freeman

Signature: Norman Clifton

Printed Name: Karl Freeman

Principal or Executive Broker

Printed Name: The Clifton Family, LLLP

Buyer

Signature: Walter O'Neal

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

Printed Name: Walter O'Neal

Selling Agent

Printed Name: \_\_\_\_\_

Buyer

THIS COUNTER WAS REJECTED BY BUYER ON

(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.)

Buyer's Initials

Buyer's Initials

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Serial#: 078375-100143-5255646

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# Real Estate Contract (Commercial)



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**4. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by ☒ general warranty deed ☐ special warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

**5. TITLE INSURANCE:** Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 30 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 10 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 15 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 15 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period Seller delivers written notice to Buyer that it will not so cure, then within 5 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or

B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or

C. Agree to extend the Closing date for 60 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

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**6. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18, or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ A. The Deposit is not applicable.

☐ B. Buyer will pay to Seller the Deposit in the amount of \$ \_\_\_\_\_

☐ i. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller

☐ ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection Repair & Survey Addendum; or

☐ iii. Other: \_\_\_\_\_

**7. EARNEST MONEY:** Earnest money is in the amount of \$1,000.00 ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

☐ A. Earnest Money is tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent ☐ Other \_\_\_\_\_. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.

☒ B. Earnest Money will be tendered by Buyer in the form of ☐ cash ☒ check. If Earnest Money is tendered by check, it will be made payable to ☒ Listing Firm, ☐ Closing Agent ☐ Other \_\_\_\_\_. Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)

☐ C. No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

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Prepared by: Meller, C/Mel 1 Meller Williams Real Estate, LLC

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**8. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☐ **A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, ☐ showing property lines only ☐ ALTA Certified Survey

☐ showing all improvements, easements and any encroachments will be provided and paid for by:

☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☒ **B.** No survey shall be provided.

☐ **C.** Other \_\_\_\_\_

Specific Survey Requirements: \_\_\_\_\_

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

**9. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

**10. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

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**12. POSSESSION:** Possession of the Property shall be delivered to Buyer: (Check one)

☐ A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).

☒ B. Other, as follows: See "Exhibit D" regarding possession of occupied land and contents until Aug 2016.

**13. SELLER PROPERTY DISCLOSURE:** (Check one)

☐ A. Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

☒ B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.

☐ C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

☐ D. Buyer understands no disclosure form is available and will not be provided by Seller. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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**14. ENVIRONMENTAL REPRESENTATION:** Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

**15. TERMITE CONTROL REQUIREMENTS:** (Check one)

☒ A. None

☐ B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer

**16. BUYER'S DISCLAIMER OF RELIANCE:**

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

**17. OTHER:**

1. Buyer will pay SELLERS customary closing costs as listed in paragraph 11. 2. Buyer and seller agree to the terms in the attached "exhibit B, C, & D" with the exception of adding a 72 hour release clause to the first right of refusal in Exhibit C. 3. Per exhibit D, buyer agrees to allow contents to remain through August 2016 with ZERO rent. The fence surrounding the area is to convey with the sale and any trash/debris to be removed upon vacating the premises.

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Prepared by: Walter O'Hall 1 Keller Williams Dallas (P. 1) walloh@kwdallas.com

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**18. CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- ☐ A. Obtain satisfactory financing, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- ☐ B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- ☒ C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 30 days after acceptance.
- ☐ D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- ☐ F. \_\_\_\_\_ within \_\_\_\_\_ days after acceptance.
- ☐ G. \_\_\_\_\_ within \_\_\_\_\_ days after acceptance.
- ☐ H. \_\_\_\_\_ within \_\_\_\_\_ days after acceptance.

Additional requirements related to any of above contingencies:

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**Seller agrees to have all utilities connected and turned on to Property.**

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

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Prepared by: William C. Hines, Jr., Keller Williams Realty, LLC, w.hines@kellerwilliams.com

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## 19. AGENCY: (Check all that apply)

☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.

☒ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.

☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:

(i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.

(iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

☐ **E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

**20. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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**21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.

**22. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

**23. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

**24. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

**25. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

**26. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.

**27. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

**28. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**29. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

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Serial#: 075259-400143-4493174

Prepared by: Meller Online | Seller M&M Home Deal | P | melleronline@gmail.com |

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# Real Estate Contract (Commercial)



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Form Serial Number: 075259-400143-4493174

**30. NOTICE:** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: \_\_\_\_\_

With a copy to: \_\_\_\_\_

If to Buyer: \_\_\_\_\_

With a copy to: \_\_\_\_\_

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

**31. TAX DEFERRED EXCHANGE:** Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

**32. LICENSEE DISCLOSURE:** (Check all that apply):

☒ A. Not Applicable.

☐ B. One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

☐ C. One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

**33. EXPIRATION:** This Real Estate Contract expires if not accepted in writing by Seller on or before (month) June (day) 19, (year) 2015, at 6:00 ☐ (a.m.) ☒ (p.m.).

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Serial#: 075259-400143-4493174

Downloaded by: Walter Chisler, 1, Keller Williams Real Estate, 1, walterchisler@kellerwilliams.com

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# Real Estate Contract (Commercial)



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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 075259-400143-4493174

The above Real Estate Contract is executed by Buyer on  
(month) June (day) 16, (year) 2015, at 5:00 ☐ (a.m.) ☒ (p.m.).

Keller Williams Realty

Selling Firm

Signature: \_\_\_\_\_ Signature: Norman Clifton

Printed Name: Karl Freeman Printed Name: The Clifton Family, LLLP

Principal or Executive Broker

Buyer

Signature: Walter O'Neal Signature: \_\_\_\_\_

Printed Name: Walter O'Neal Printed Name: \_\_\_\_\_

Selling Agent

Buyer

The above Real Estate Contract is executed by Seller on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

NEWMARK GRUBB ARKANSAS  
Listing Firm

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Principal or Executive Broker

Seller

Signature: [Signature] Signature: \_\_\_\_\_

Printed Name: Adam Jenkins Printed Name: \_\_\_\_\_

Listing Agent

Seller

The above offer was ☐ rejected ☒ counter offered (Form Serial Number 075259-400143-5255646)  
on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_ ☐ (a.m.) ☐ (p.m.).

Seller's Initials

Seller's Initials

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Serial#: 075259-400143-4493174

Prepared by: Walter O'Neal | Keller Williams Realty | B | waltero@kwr.com

Electronically Signed using eSignOnline™ [ Session ID : c0390174-bd0f-4c0c-949c-6472b42c3f64 ]

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**Exhibit "B"**  
**(Restricted Use)**

As a condition of the Contract, Buyer agrees the Properties shall not be used, leased or developed for a User in competition with the North Little Rock School District, with said uses including, but not limited to per-college, secondary or elementary educational facilities (the "Restricted Uses"). The terms of this provision shall survive Closing. Furthermore, during Buyer's Contingency period, Seller, in Seller's sole discretion and if Seller feels it is necessary, shall have the right to further document the terms herein in order to ensure enforcement of the Restricted Uses. In the event the Seller further documents the terms herein, Buyer shall have five (5) days following Seller's written submission of said documentation to either accept or reject the documentation. In the event, Buyer rejects the documentation; Buyer shall have the right to terminate the Contract without any further obligation under the Contract. In the event Seller decides further documentation is not necessary, the terms and conditions herein shall serve as final documentation and shall survive Closing.



**Exhibit "C"**  
**(Right of First Refusal)**

In the event that Buyer subsequently decides to sell or otherwise convey the Property to a third party within the 8 year period commencing immediately after the closing date of the sale between Buyer and NLRSD, Buyer shall provide notice of such sale or conveyance to NLRSD, and NLRSD shall thereupon have the right to repurchase or reacquire the Property from Buyer at a price that shall not exceed the price being offered to Buyer from a viable third party.

**Exhibit "D"**

**(Sellers Option to Lease Excess Land)**

Buyer understands that Seller is currently occupying the Excess Land portion of the Property and will require occupancy through August 2016. Therefore, Buyer agrees to lease the Excess Land portion of the Property to Seller for a nominal fee through August 2016. The parties agree to work together to prepare a lease "as to form" during Buyer's Contingency period and Closing shall be contingent upon Seller's ability to lease-back the Property through August 2016, which shall be executed on or before the Closing date. In the event the parties fail to mutually agree upon lease terms, Seller shall have no obligation to Close and shall have the right to terminate the Contract with no further obligation under the Contract.