CITY OF NORTH LITTLE ROCK, ARKANSAS COMMERCE DEPARTMENT Amy Smith, Purchasing Manager

24-3863

Bid Number:



700 W. 29th St., North Little Rock, AR 72114 P.O. BOX 5757, North Little Rock, AR 72119 501-975-8881 Phone 501-975-8885 Fax

April 14, 2024

INVITATION TO BID/PROPOSAL COVER SHEET

Date Issued:

Date & Time Bid Opening:	Tuesday, April 30, 2024 @ 10:15am.		
Levy Trail (W. 33 rd to Kierre) – Landscape Maintenance			
Total Project Bid Price: \$			
Plans and specifications may be obtained from: Commerce Department at 700 W. 29 th St, North L www.nlr.ar.gov click on the tab "Business," select "E Please direct all technical questions in writing to David General bid questions should be directed to the Comm	Bids and Vendors" and then choose "Open Bid Opportunities." Cook at dcook@nlr.ar.gov .		
	ority, and woman own business enterprises in the procurement of goods, ontractor or sub-contractor. It is further requested that whenever possible, minority, and woman businesses to partner with them.		
If you are obtaining this bid from our website, please be reminded that listings for attachments including any changes to the bid.	addendums may occur. It is therefore advisable that you review our		
Note: FAILURE TO FILL OUT AND SIGN THE INVITAT	TION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.		
EXECUT Upon signing this page, the organization certifies that they bid including conditions set forth and pertinent information	•		
Name of Firm:	Phone No.:		
Arkansas Tax Permit No.:			
Business Address:			
Signature of Authorized Person:			
Title:	Date:		

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

- 1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
- 2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
- 3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
- 4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.

5. REJECTION

- A. The City reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws.
- B. The City reserves the right to cancel request for bids without penalty with it is in the best interest of the City. Notice of Cancellation shall be inserted on the City's website (www.nlr.ar.gov).
- C. Any Bid not conforming to the specifications or requirements set forth by the City in this Bid Request may be rejected.
- D. Bids may be also rejected if they are made by a Bidder that is deemed un-responsible due to lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
- E. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price
- 6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
- 7. Quality, time and probability of performance may be factors in making an award.
- 8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
- 9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
- 10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
- 11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.

- 12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
- 13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
- 14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
- 15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
- 16. Bids will not be considered if they are:
 - 1. Submitted after the bid's opening time.
 - 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
- 17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$50,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
- 19. **LIQUIDATED DAMAGES** Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
- 20. **AMBIGUITY IN BID** Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
- 21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
- 22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
- 23. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.

24. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 700 West 29th Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881 www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Amy Smith, Purchasing Manager Commerce Department 700 W. 29th Street, 3rd Floor North Little Rock, AR 72114

BID FORM

NOTE TO BID	DDER: Please use BLACK ink for completing this Bid form.
To.	
Address:	
Project Title:	LEVY TRAIL (W. 33 RD TO KIERRE) LANDSCAPE MAINTENANCE
Engineer's Project No.:	CNLR ENGINEERING PROJECT NO. 24-03
Date:	Arkansas Contractor's License No.:
Bidder:	
Address:	
Bidder's perso Name: Telephone:	n to contact for additional information on this Bid:
ADDENDA	shows also anyloid and that he /ahe has no assigned Add and a Niverhause.
	to these Specifications. to these Specifications.
INSURANCE A	AND BONDING REQUIREMENTS
bond, and insur construction co	eby acknowledges that he/she has read and understands the performance bond, payment rance requirements for this project as specified in the General Conditions. If awarded a ntract, the Bidder agrees to furnish the required bonds and insurance certificates within s of the date the award is made.
Signature	Title

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgment and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his own conclusions.

The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The Bidder further agrees to furnish the Owner, before executing the Contract, the certificates of insurance, Payment Bond, and Performance Bond as specified in these Documents.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED **DAMAGES**

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 00500 - Contract.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE BASE BID

Any Bid may be rejected which contains material omissions, or irregularities, or in which any of the unit prices are obviously unbalanced in the opinion of the Owner. Also, a bid may be rejected if, in any manner it shall fail to conform to the conditions of the published Bidding Requirements and Contract Documents.

The bidder agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

4/11/24 Bid Form - Unit Price

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost
1	Miscellaneous Items of Work	LS	1	\$	\$

*TOTAL BASE BID AMOUNT \$		
	Words	

*NOTES:

- 1. Contractor is responsible for notifying City Engineer by text message at the beginning and end of every service provided for the purpose of verifying hours worked and services provided for each site visit (this includes notification of any breaks during the service and delays of work).
- 2. Pricing to be based on a one year contract.
- 3. Minimum frequency of site visits is described in the "Landscape Scope of Work" document within Project Manual.
- 4. Traffic Control shall be coordinated with NLR Traffic Services when work is anticipated to disrupt traffic.

BASIS OF AWARD

The Bidder understands that the Contract will be awarded to the most qualified bidder with the lowest Total Base Bid that the Owner may choose that makes the Project cost acceptable to the Owner. The Owner reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

PAYMENT SCHEDULE

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Engineer and Owner in North Little Rock, Arkansas, to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder. The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The construction detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Engineer and Owner for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the Owner's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

SUBCONTRACTORS

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into Contracts with others for these divisions of the Work without written approval from the Owner and Engineer.

Subcontractor	Subcontractor

4/11/24 Bid Form - Unit Price

Arkansas Contractor License #	Arkansas Contractor License #
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Subcontractor	Subcontractor
Arkansas Contractor License #	Arkansas Contractor License #
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
SUPPLIERS/VENDORS	
The Bidder shall list the suppliers/vendors who successful Bidder shall updated suppliers/vendo	here material for this Project will be purchased from and ors during construction of the Project.
Supplier/Vendor Name	Supplier/Vendor Name
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
Supplier/Vendor Name	Supplier/Vendor Name
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number
PERFORMANCE OF WORK BY CONTRA	<u>actor</u>
INSTRUCTIONS TO BIDDERS. Bids from se	of the work with his own forces (refer to Paragraph 24, o called "Brokerage Contractors" will not be considered.) m with his own forces, if awarded this Contract, and fill in ese items.
	er states that will be performed with his own forces, if
awarded Contract:	Dollars (\$

- 4 -4/11/24 Bid Form - Unit Price

(Words)

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with	
telephone numbers. Use additional sheets if necessary.)	
<u>SURETY</u>	
If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance	
and Payment Bond will be:	
whose address is:	
Street, City, State Zip Code	
BIDDER	
The name of the Bidder submitting this Bid is:	
doing business at:	
Street, City, State, Zip Code	
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.	
The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:	

4/11/24 Bid Form - Unit Price

In WITNESS hereto the undersigned has set his (its) hand this _____ day of _______, 20___. Signature of Bidder Title If Corporation IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _______, 20___. Name of Corporation (SEAL) By______ Title Attest______ Secretary

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:		
Principal and Contractor, and		
	I firmly bound unto the City of ncil, hereinafter called Owner, in the sur	,
	DOLLARS (\$)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

LEVY TRAIL (W. 33RD TO KIERRE) LANDSCAPE MAINTENANCE City Engineering Project No. 24-03 North Little Rock, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within 15 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 15 consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

4/11/24

IN WITNESS WHEREOF, the said	, as Principal herein,
has caused these presents to be signed in its na	ame by its
and attested by its	under its corporate seal, and the
said	as Surety herein, has caused
these presents to be signed in its name by its_	
under its corporate seal, this	day of A.D., 20
Signed, sealed and delivered in the presence of:	Principal-Contractor
	By
As to Principal	Title
Surety	
	Attorney-in-Fact (Power-of-Attorney to be Attached)
	By
As to Surety	Agent

Landscape Scope of Work

Verification of Existing Conditions at Each Site

Mowing

Mowing and edging of sodded/grass areas will be based upon rate of growth. The expectation of this outline is to have mowing services provided at a sufficient rate to keep the areas neat and presentable. Because the growth rate of each area will be different (due to climate and watering rates), it is the expectation that mowing could be needed as infrequently as every 2.5 weeks up to a rate of once a week.

Clean up

At the completion of work at each location, any clippings, debris, or trash is to be cleaned up and disposed of offsite. Upon mowing completion, any grass clippings in a roadway are to be blown to an unimproved area or manually removed.

Note: Refer to the Following

Pages for Maps of Project Locations

MISCELLANEOUS ITEMS OF WORK

DESCRIPTION

This item covers the miscellaneous items of work related to irrigation and landscape maintenance. The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "MISCELLANEOUS ITEMS OF WORK."

The item "MISCELLANEOUS ITEMS OF WORK" shall include but not be limited to the following:

- 1. Mobilization/Demobilization
- 2. Labor
- 3. Contractor's Staging Areas
- 4. Contractor's Access
- 5. Clean Up

CONSTRUCTION METHODS

MOBILIZATION/DEMOBILIZATION: The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for prosecution of the work under this item

<u>LABOR:</u> The Contractor shall consider and include his cost for labor involved in all aspects of the project including but not limited to:

• Mowing, weed eating, removal/disposal of all grass clippings/debris/trash

<u>CONTRACTOR'S STAGING AREAS</u>: The Contractor's staging area location shall be coordinated with the City Engineer and used by the Contractor to store materials/equipment, for employee parking, and for other purposes necessary to perform the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned and restored to their original condition prior to the final acceptance of the project by the Owner.

<u>CONTRACTOR'S ACCESS</u>: The Contractor's access to the site shall be coordinated with the City Engineer. Before final acceptance of the project, any damage to the existing public or private property caused by the Contractor shall be repaired as directed by the City Engineer.

<u>CLEAN UP</u>: From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

Miscellaneous Items of Work will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "MISCELLANEOUS ITEMS OF WORK," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the City Engineer.

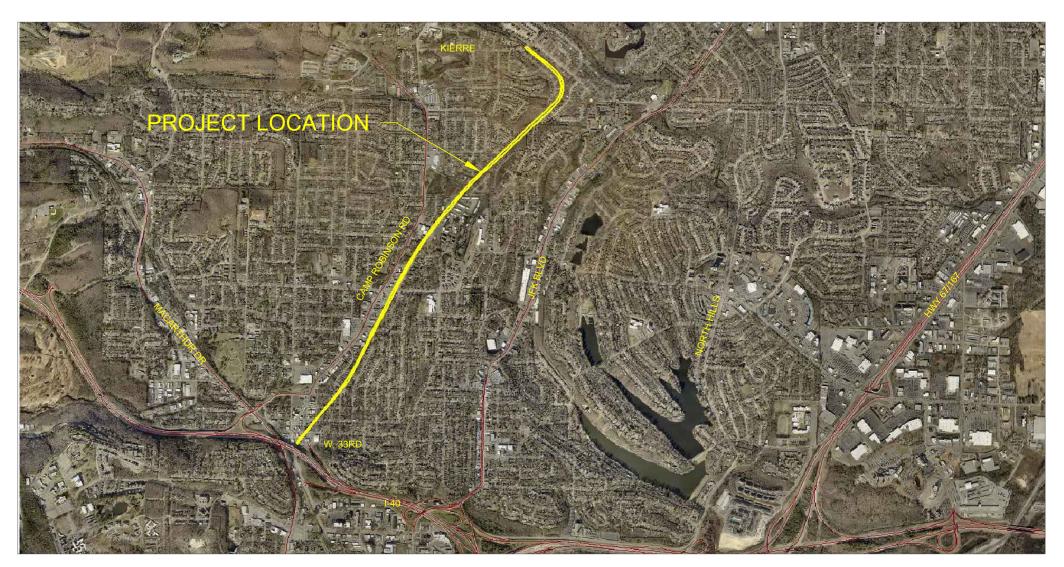
Payment will be made under:

Miscellaneous Items of Work - per Lump Sum

END OF SECTION

LEVY TRAIL (W. 33RD TO KIERRE) LANDSCAPE MAINTENANCE

NORTH LITTLE ROCK, AR



INDEX OF SHEETS TITLE 1 COVER SHEET SITE LAYOUT 2 SITE LAYOUT 4 SITE LAYOUT 6 SITE LAYOUT 7 9 SITE LAYOUT 8

ROCK

OF NORTH LITTLE

Engineering Department

COVER SHEET

DRAWN BY:

SHEET NUMBER

APRIL 2024



Engineering Department

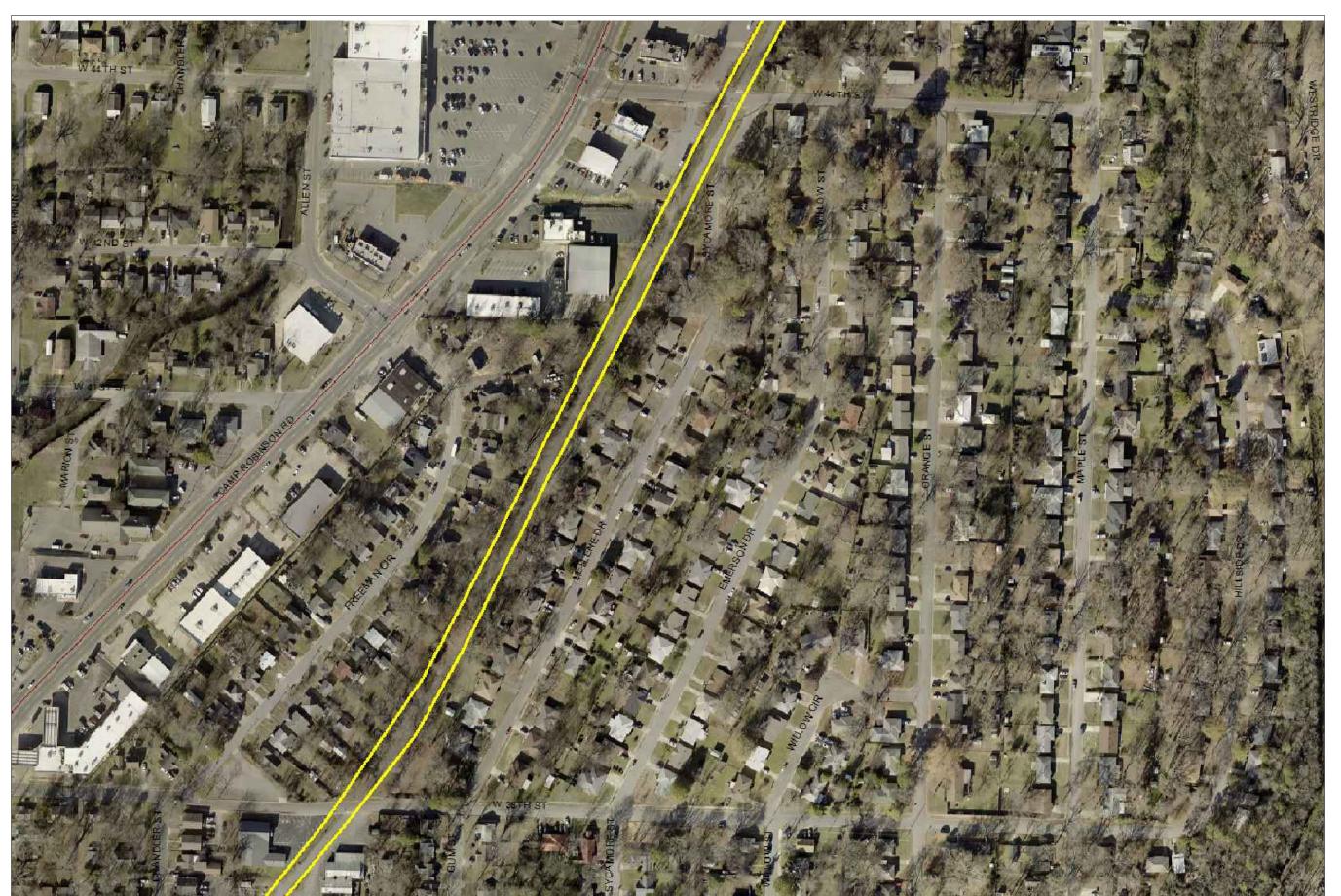
NORTH LITTLE ROCK, AR 72114

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 1

DATE: 04/2024
DESIGNED BY: MCK
DRAWN BY: MCK
SCALE: 1" = 1'

SHEET NUMBER





Engineering Department

NORTH LITTLE ROCK, AR 72114

500 WEST 13TH STREET

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 2

DATE: 04/2024
DESIGNED BY: MCK
DRAWN BY: MCK
SCALE: 1" = 1'

SHEET NUMBER



Engineering Department

WEST 13TH STREET

NORTH LITTLE ROCK, AR 72114

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 3

DATE: 04/2024
DESIGNED BY: MCK
DRAWN BY: MCK
SCALE: 1" = 1'

SHEET NUMBER



OF NORTH LITTLE ROCK CITY

Engineering Department

NORTH LITTLE ROCK, AR 72114

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

DESIGNED BY: MCK DRAWN BY: MCK SCALE:

SHEET NUMBER



Engineering Department

500 WEST 13TH STREET

NORTH LITTLE ROCK, AR 72114

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 5

DESIGNED BY: MCK DRAWN BY: MCK SCALE:

SHEET NUMBER





LITTLE ROCK spartment NORTH LITTLE ROCK, AR 72114

CITY OF NORTH LITTLE ROCK Engineering Department

500 WEST 13TH STREET

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 6

DATE: 04/2024
DESIGNED BY: MCK
DRAWN BY: MCK
SCALE: 1" = 1'

SHEET NUMBER



NORTH LITTLE ROCK, AR 72114

CITY OF NORTH LITTLE ROCK

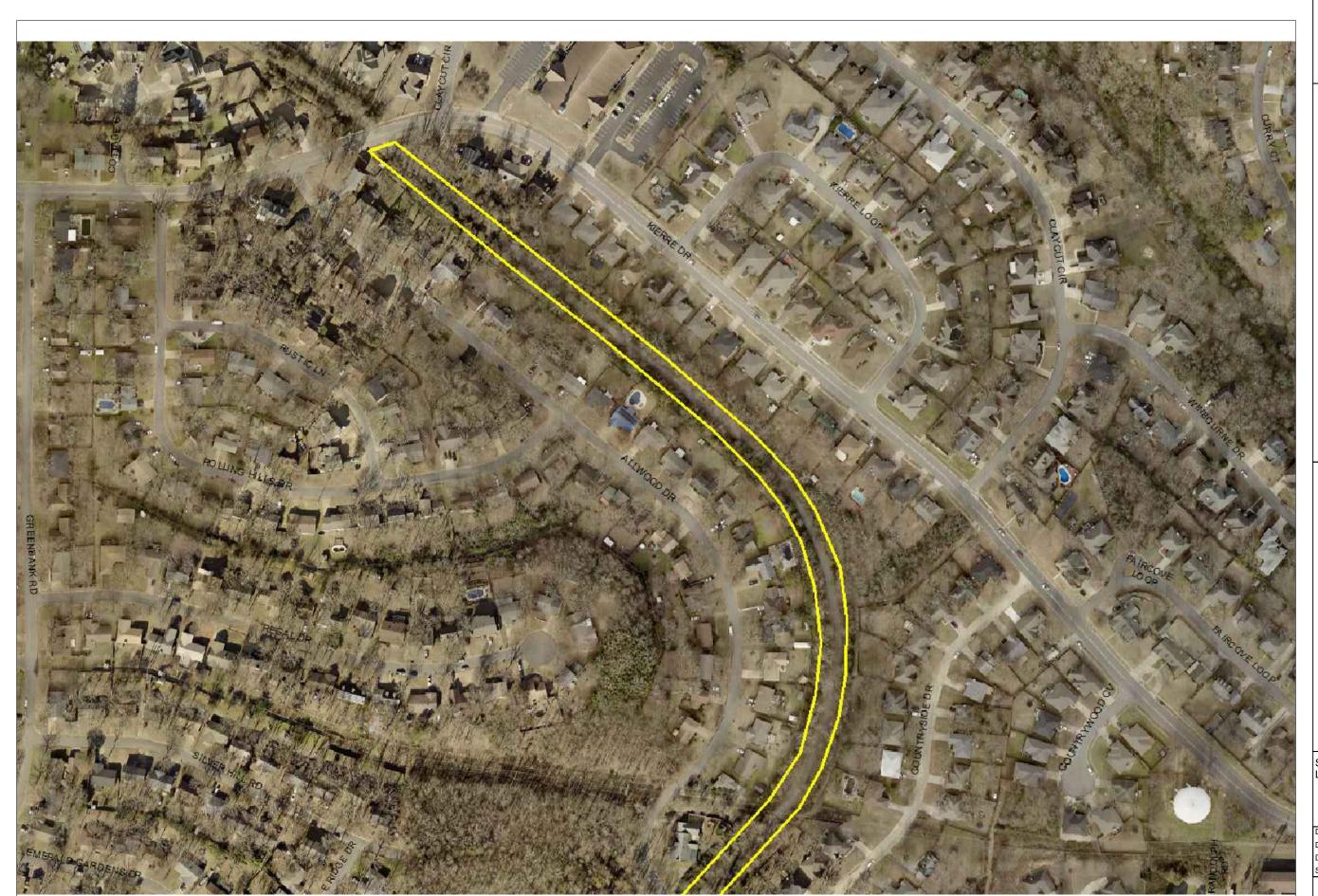
Engineering Department

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 7

DESIGNED BY: MCK DRAWN BY: MCK SCALE:

SHEET NUMBER





Engineering Department

NORTH LITTLE ROCK, AR 72114

LEVY TRAIL (W.33RD TO KIERRE) LANDSCAPE MAINTENANCE

SITE LAYOUT 8

DESIGNED BY: MCK DRAWN BY: MCK SCALE:

SHEET NUMBER