

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
Mary Beth Bowman, Director  
Amy Smith, Assistant Director for Procurement  
Crystal Willis, Admin. Secretary/Asst. Purchasing Agent



120 MAIN STREET  
P.O. BOX 5757  
NORTH LITTLE ROCK, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number : \_\_\_\_\_ 19-3632 \_\_\_\_\_ Date Issued: \_\_\_\_\_ November 21, 2019

Date & Time Bid Opening: \_\_\_\_\_ Tuesday, December 10, 2019 at 10:00 a.m.

## VEGETATION REMOVAL FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT

Specifications are attached.  
Pricing sheet is attached.

Any questions regarding the bid should be directed to

- Andrew Johnson at [ajohnson@nlr.ar.gov](mailto:ajohnson@nlr.ar.gov)  
501-992-4057 Office  
501-517-6144 Mobile

→ Pre-Bid Meeting is scheduled for Monday, December 2, 2019 at 10:00am in the  
North Little Rock City Services Conference Room A at 120 Main Street, North Little Rock, Arkansas

→ Responding bidders must submit a bid bond or cashier's check in the amount of 5% of the bid.

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

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### EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TAX ID NO. \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON &  
TITLE: \_\_\_\_\_

UNSIGNED BIDS WILL BE REJECTED

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### Pricing Sheet

Bid Sheet	Pricing Information
#1 – 2019 Incomplete Circuits	\$
#2 – 2020 Express Circuits	\$
#3 – 2020 Single Circuits	\$
#4 - Fixed-Price Tree Removal	
8" – 11.99"	\$
12" – 15.99"	\$
16" – 19.99"	\$
20" – 23.99"	\$
24" and larger – Subject to Negotiated Price	
#5 – Hourly Rate <b>Emergency</b> Vegetation Removal Services	
Hourly Rate For One (1) Two Person Crew:	Manual: \$
Hourly Rate For One (1) Two Person Crew:	Bucket: \$
Hourly Rate For One (1) Three Person Crew:	Manual: \$
Hourly Rate For One (1) Three Person Crew:	Bucket: \$

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## VEGETATION REMOVAL FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT

### Pricing Sheet

Bid Sheet	Pricing Information
#6 – Hourly Rate <b>Routine</b> Vegetation Removal Services	
Hourly Rate For One (1) Two Person Crew:	Manual: \$
Hourly Rate For One (1) Two Person Crew:	Bucket: \$
Hourly Rate For One (1) Three Person Crew:	Manual: \$
Hourly Rate For One (1) Three Person Crew:	Bucket: \$



# CONTRACT

## FOR VEGETATION REMOVAL SERVICES

THIS **CONTRACT** is made by and between THE CITY OF NORTH LITTLE ROCK, (hereinafter the "City,") acting herein through its Mayor, Joe A. Smith, and \_\_\_\_\_ (hereinafter "Contractor"), a foreign for profit corporation, duly authorized to do business in the State of Arkansas, effective on the date signed by the City.

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

1. Scope of Work

Contractor shall provide the services to the City as set forth in the Bid Documents attached hereto and incorporated herein as Exhibit "A" (the "Project").

2. Contract Documents

The Contract shall consist of the following collective documentation memorializing the terms of the agreement between the City and the Contractor, all of which are incorporated herein:

- (a) The fully executed Contract;
- (b) The entire Bid Documents \_\_\_\_\_ dated: \_\_\_\_\_;
- (c) The Contractor's Bid dated \_\_\_\_\_; and
- (d) Certificate of Liability Insurance.

3. Compensation

The North Little Rock City Council has appropriated and budgeted sufficient funds to pay Contractor for the services as stated in the Contractor's Bid attached hereto ("Compensation"). All invoices submitted to the City by Contractor shall list in detail the services provided, *i.e.*, number of poles inspected and supplemental treatment performed.

Further, Contractor agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Bid Documents.

4. Term of Contract

The term of this contract is for as stated in the bid solicitation.

5. Commencement of Project

Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed of the City and, if applicable, to complete the Project on or before the date specified in the Bid Documents. If a Completion Date is specified in the Bid Documents, Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day past the Completion Date specified in the Bid Documents.

6. Site Electrical Power

At no cost or expense to Contractor, the City shall furnish Contractor electrical power with respect to the Project. Contractor's personnel shall coordinate their activities with and avoid interference with the City's employees during the work schedule.

7. Warranties and Representations

(a) The Contractor represents and warrants that Contractor has full power and authority to enter into this Contract and to carry out the Project contemplated by this Contract.

(b) The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Project under this Contract.

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

(d) The Contractor represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Contractor further represents and warrants that Contractor will use reasonable care to ensure that all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

(e) The Contractor represents and warrants that Contractor has, and shall maintain in effect for the duration of this Contract, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for Contractor to complete the Project. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

8. Termination of Contract

A. For Cause

This Contract may be terminated for cause, including, but not limited to the following reasons:

- (i) the Contractor defaults in the performance of any of the terms in the Bid Documents;
- or

(ii) the Contractor breaches any material representation or warranty made by the Contractor herein.

For any of the above reasons, the Contractor will be given five (5) business days to cure the default. If not cured within the specified time, the City may in its sole discretion terminate this Contract. The City may withhold any payments due to the Contractor up to the termination date in order to defray any documented costs of completion of the Project in accordance with the specifications in the Bid Documents. Exceeding the scheduled performance date will be remedied as provided in Paragraph 4, not to exceed the total Compensation amount.

(iii) the Contractor may terminate the Contract if, there being no *bona fide* dispute, the City fails to pay Contractor the Compensation stated herein or, as modified by approved Change Orders.

#### B. For Convenience

Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement without penalty with thirty (30) days' notice for any reason, including the reasons set forth below:

- (i) Non-appropriation of funds sufficient to allow the Owner to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- (ii) If funds are not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Owner to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Owner in its sole discretion; or
- (iii) If the Owner's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified;
- (iv) If the Owner's duties, programs or responsibilities are modified or materially altered; or
- (v) If there is a decision of any court or administrative law judge or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Owner's ability to fulfill any of its obligations under this Contract. The Owner shall provide Contractor with written notice of termination pursuant to this section.

As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation Ordinance and budget and the approval or availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

In the event of such termination for convenience, Contractor's recovery against the City shall be limited to that portion of the Contract Amount earned and documented through the date of termination. Contractor shall not be entitled to any other or further recovery against

City, including, but not limited to, damages or any anticipated profit on portions of the Project not performed.

9. Dispute Resolution

City and Contractor agree to negotiate each dispute between them in good faith during the thirty (30) days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by using an alternative dispute resolution service in Pulaski County, Arkansas, mutually agreed upon by the parties with the costs being shared equally by the parties. If mediation is unsuccessful, the parties may exercise their rights at law in a court of competent jurisdiction in Pulaski County, Arkansas.

10. Insurance

A. Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount of two million dollars (\$2,000,000), and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The Contractor shall provide a certified copy of its Certificate of Liability Insurance for attachment to this Contract. The City shall not be responsible in case of accident.

B. In accordance with Ark. Code Ann. §§ 18-44-503 and 22-9-401 the Contractor shall furnish a surety bond in an amount equal to the contract price.

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

11. Notices

All notices and other communications pertaining to this Contract shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communication by the City and Contractor pertaining to this Contract shall be addressed as follows:

If to the City:                   North Little Rock Electric Department  
  Attention: Andrew Johnson  
  1400 W. Maryland Ave.  
  North Little Rock, AR 72120  
  [ajohnson@nlr.ar.gov](mailto:ajohnson@nlr.ar.gov)

With a copy to:                 North Little Rock City Attorney  
  Attention: Amy Beckman Fields, City Attorney  
  116 Main Street  
  North Little Rock, AR 72114

If to Contractor:

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

12. Choice of Law

The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

13. Non-Waiver

No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

14. No Assignment

The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

15. No Presumption against Drafter

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

16. Severability

If any portion of this Contract is held invalid, such invalidity shall not affect the validity of the remaining portions of the Contract, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

17. Merger

This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.



18. Modification

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

19. Counterpart Execution

This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

20. Filing

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

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

City of North Little Rock  
By: \_\_\_\_\_  
Joe A. Smith, Mayor

Contractor.  
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:  
\_\_\_\_\_  
Diane Whitbey, City Clerk

Contract reviewed and approved by:  
*Amy Beckman Fields*  
North Little Rock City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney Date

## North Little Rock Electric Department Vegetation Removal Services Bid Documents

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### ADDITIONAL TERMS AND CONDITIONS

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#### A. Definitions.

1. **Bid Sheet.** Descriptions of work for which pricing is sought. The general terms and conditions described in the Contract and the additional terms and conditions described herein apply to each bid sheet.
2. **Bidder.** Any person or entity responding to this bid solicitation.
3. **Contract.** The term Contract means the general terms and conditions to which these Vegetation Removal Services Bid Documents are attached. Upon acceptance, the term Contract shall mean the fully executed agreement by the Parties, the Vegetation Removal Services Bid Documents, Bid Sheet(s) completed by Contractor, and Contractor's Certificate of Liability.
4. **Contractor.** Any person or entity who enters a binding agreement with the City of North Little Rock, Arkansas in response to this bid solicitation.
5. **Electric Utility Centerline.** An imaginary line connecting the center of one electric utility pole to the next within a recorded or prescriptive easement of NLRED.
6. **NLRED.** The North Little Rock Electric Department, a subdivision of the City of North Little Rock, Arkansas.
7. **Vegetation Manager.** The person or persons designated to administer this Agreement on behalf of the NLRED.
8. **Vegetation Removal Services.** All necessary labor, transportation, supervision, licenses, tools, equipment, services, communication and expertise used to provide the services described herein.

B. **Pre-Bid Meeting.** For the purpose of familiarizing prospective bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, NLRED will conduct a pre-bid meeting at 10:00 a.m. in the North Little Rock City Services Building

located at 120 Main Street in the City of North Little Rock on the 2nd day of December, 2019. All interested persons are urged to attend.

**C. Examination of Work Areas.** Bidders are encouraged to inspect work areas and inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles, which may be encountered, and all other relevant matters concerning the work to be performed and the type of removals required under this contract. The work areas are defined as the electric utility right-of way where the following circuits are located: B6, I36, F26, H29, I34/I35, and I33. The attached maps may be used to identify and locate the circuits.

**D. Pre-Construction Meeting.** Once contracts have been awarded and notice to proceed is issued, a pre-construction meeting will be held to review project specifications and to define performance benchmarks for progress payments as described in Section D below.

**E. Basis of Payment.** Subject to termination provisions described in Paragraph 8 of the Contract, Contractors shall be paid according to a schedule of progress payments with five percent (5%) retainage as follows:

1. Nineteen percent (19%) of the contract price upon completion of progress benchmarks indicative of twenty percent (20%) of the contracted work.
2. Thirty-eight percent (38%) of the contract price upon completion of progress benchmarks indicative of forty percent (40%) of the contracted work.
3. Fifty-seven percent (57%) of the contract price upon completion of progress benchmarks indicative of sixty percent (60%) of the contracted work.
4. Seventy-six percent (76%) of the contract price upon completion of progress benchmarks indicative of sixty percent (80%) of the contracted work.
5. One hundred percent (100%) of the contract price upon completion of one hundred percent (100%) of the contracted work.

City will release retainage upon the earliest of the date that all contracted work is satisfactory completed or the date, if any, that the City issues notice of termination for convenience as described in Paragraph 8 of the Contract.

**F. Starting and Completion Requirements.** Contractor shall begin work upon receipt of a written notice to proceed from NLRED, proceed with diligence, and complete work as described herein.

**G. Working Hours.** Contractors will schedule routine work between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday, unless otherwise authorized by the Vegetation Manager. Emergency work will begin as directed and proceed until completed.

**H. Vegetation Managers.** NLRED shall designate one or more Vegetation Managers who will supervise the performance of any and all contracts under this bid solicitation. Contractors will provide emergency contact numbers to the Vegetation Manager. Any question regarding contract requirements, proper procedure, or quality of work will be resolved by the Vegetation Manager.

**I. Customer Communication.** Contractors shall engage in reasonable customer communication, as described herein, as part of all Vegetation Removal Services. This shall include a reasonable attempt to communicate with property owners: (1) prior to the start of work, regarding the nature and duration of work to be performed; (2) during work, regarding any problems; and (3) after work has been performed, regarding questions or conflict resolution. Contractors will inform the Vegetation Manager of all customer communications and modify the timing and method of communication as may be reasonably requested by the Vegetation Manger.

**J. Damage to Persons or Property.** CONTRACTORS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF NORTH LITTLE ROCK WITH RESPECT TO ANY CLAIMS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITY, AND DAMAGES ARISING OUT OF DAMAGE TO PERSONS OR PROPERTY CAUSED BY THEIR ACTIVITY, INCLUDING NEGLIGENCE, MISCONDUCT OR BOTH NEGLIGENCE AND MISCONDUCT OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR OTHER PERSONS ACTING UNDER THE AUTHORITY OF THE CONTRACTOR. NLRED may assist in processing minor claims (less than \$1,000 in value) through routine claims procedures; however, such assistance shall not mitigate a Contractor's financial responsibility. Should the Contractor fail or refuse to resolve apparent valid claims within six months, NLRED reserves the right to resolve the claim, assess the costs thereof to the Contractor, offset payment in the amount of the claim from the Contractor, and pursue such recovery as may be provided by law. The Contractor shall inform the Vegetation Manager of any damage to persons or property on the day such damage occurs.

**K. Suspension.** NLRED shall have the authority to suspend the work, wholly or in part by written order for such period as NLRED may deem necessary due to safety, unsuitable weather, or failure on the part of the Contractor to carry out orders given or to comply with any provisions of the

contract documents. Any practice that is determined by the Vegetation Manger to be obviously hazardous shall be immediately discontinued.

**L. Personnel and Equipment.**

1. Contractor and employees of contractors shall not be deemed to be NLRED employees for any reason whatsoever. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF NORTH LITTLE ROCK WITH RESPECT TO ANY CLAIMS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITY, AND DAMAGES ARISING OUT OF ANY ALLEGATIONS BY SUCH PERSONS FOR WRONGFUL TERMINATION, LIBEL, SLANDER, INTERFERENCE WITH EMPLOYMENT OR BUSINESS RELATIONSHIPS, OR FOR ANY TYPE OF ALLEGED DISCRIMINATION IN EMPLOYMENT ACTIVITIES OR FOR WAGES OR EMPLOYMENT BENEFITS ARISING FROM AN AGREEMENT.
2. Contractors shall ensure that all laborers are adequately trained to perform assigned tasks in a safe manner. The Vegetation Manager shall be authorized to suspend any laborer from participating in work when such laborer reasonably appears to lack the training, ability, or will to work safely.
3. Contractors shall ensure that all employees wear identifiable uniforms and commercially reasonable safety equipment.
4. Contractors shall provide trained and competent supervisors to manage, dispatch and oversee work crew performance. Each supervisor shall be authorized by the Contractors to accept and act upon all directives issued by the Vegetation Manager within the scope of the Agreement.
5. Contractor shall secure all permits and licenses necessary to perform the work and pay all charges and fees required for the work.
6. Contractors shall determine the proper combination of crew size and equipment to complete contract specifications as specified in the completion schedule. Contractors shall ensure that each crew contains one person who speaks English fluently and that a translator is present to assist crew members who do not speak English fluently.
7. Contractors shall supply all tools, vehicles, equipment, materials and personnel necessary for performance.
8. Contractors shall ensure that all tools, vehicles and equipment are used and maintained in

a safe and commercially reasonable manner, and consistent with all applicable federal, state and local rules and regulations.

9. Contractors shall label all tools, vehicles and equipment in a manner that clearly indicates ownership.
10. All Bidders must have in their possession or available to them by formal agreement at the time of bidding all necessary tools, vehicles and equipment necessary to perform the work specified herein.
11. Contractors shall only use hazardous materials in the performance of this contract consistent with applicable environmental laws and regulations. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF NORTH LITTLE ROCK WITH RESPECT TO ANY CLAIMS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITY, AND DAMAGES ARISING OUT OF ANY ALLEGATIONS OF CONTRACTOR'S ENVIRONMENTAL HARM OR NONCOMPLIANCE. HERBICIDES WILL ONLY BE USED WHEN AUTHORIZED BY THE VEGETATION MANAGER.
12. Contractors shall not allow the introduction of firearms, explosives, weapons or contraband on any work site.
13. NLRED may disclose sensitive information to Contractor about infrastructure that is critical to the operation and maintenance of NLRED's electric distribution system. Contractor will not disclose sensitive information to third parties and will ensure all agents, employees and other persons acting under Contractor's authority execute appropriate agreements prohibiting the disclosure of sensitive information.

**M. Safety Standards.** All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1994 and A300-1995, or as amended.

1. Blocking of public streets shall not be permitted unless prior arrangements have been made with North Little Rock Public Works.
2. Contractors shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Agreement to protect the motorists and pedestrians.
3. Vegetation Removal Services will be conducted in areas where overhead electric, telephone, and cable television facilities exist. Contractors shall ensure that laborers are

trained and adequately supervised to work in proximity to such utilities. Contractors shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.

N. **Insurance.** Contractors shall maintain worker's compensation and vehicular insurance as required by the State of Arkansas, and an all-risk insurance policy in an amount not less than two million dollars (\$2,000,000.00).

O. **Term and Continuation.** Work awarded under this bid solicitation must be completed prior to December 15, 2020.

P. **Change Orders.** The Vegetation Manager shall have the authority to authorize or order minor changes in the scope of work that do not affect compensation, cost, or the schedule of work. No other change order shall be permitted without a writing signed by both parties.

Q. **Tax.** Bidders shall not include Arkansas Gross Receipts Tax in the submission of bids, including any tax levied by state or local authority on the seller of tangible personal property or taxable services, which shall, if required, be paid by NLRED in addition to any contract price.

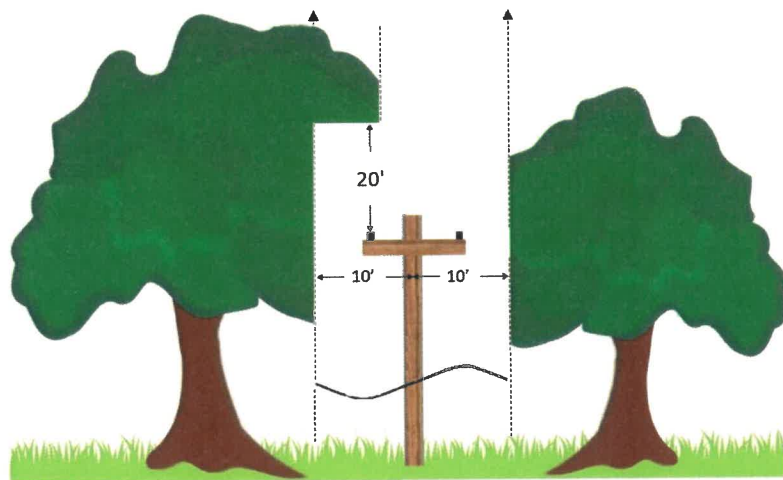
R. **Rejection.** The City of North Little Rock reserves the right to reject any and all bids.

S. **Work Specifications.**

1. **Clearing Methods.** Tree Trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "Collar" cuts will always be utilized to minimize stubbing, round-overs and flat top trimming practices.
2. **Mechanized Equipment.** Mechanized equipment operators shall adhere to the same clearance requirements described in section (1) above, to the greatest extent possible. Stubs created using mechanized equipment shall not exceed 18" in length (unless approved by Vegetation Manager). Trimming with mechanical tree saws (such as, Jarraf) shall be performed to a height equal to a full boom extension or 20 feet above conductor, whichever is greater. Mechanical tree saws shall not be used on developed properties.
3. **Clearance Requirements.** As further described in this Section (3), vegetation shall be cut and removed to provide clearance of no less than ten feet (10') from the Electric Utility Centerline (the "Clearing Area").
  - a. Within the Clearing Area, overhanging limbs that are within twenty feet (20') of a primary conductor shall be removed. Overhanging limbs that are more than twenty feet

(20') above all primary conductors will be left undisturbed *except that* dead, broken, or diseased limbs overhanging a conductor shall be removed, regardless of height.

- b. Within the Clearing Area, all vegetative growth capable of competing for conductor space will be removed, regardless of height. Conversely, vegetative growth that is incapable of competing for conductor space will be left undisturbed, except that:
  - i. All vegetative growth that causes binding or endangers service drops, streetlight cables, guys, or similar lines or facilities attached to poles shall be removed; and
  - ii. All vegetative growth shall be cleared around poles with primary service and poles that lack vehicular access. Vegetation will be cut at ground level and treat with approved herbicide.
  - iii. Vines attached to poles shall be cut approximately 18" above the ground, then cut approximately 3 feet higher leaving a ready visible cleared area. The remaining stump of the vine and the base of the structure shall be treated with an approved herbicide. The vines, however, shall not be removed from poles, guy wires, pole braces, and similar attachments.
- c. Exceptions to the rules described in Sections a and b may be permitted by the Vegetation Manager based upon: (i) a customer protest; (ii) a regulatory requirement that limits clearances less than described in this document; or (iii) removal of sound structural limbs that would alter the shape and health of the tree. No exception shall be provided that would jeopardize the safety of any person or property. No exception that would jeopardize the reliability of the electric distribution shall be valid unless approved in writing by the NLRED General Manager.





- d. The graphic depiction provided above may be used as a general reference for cutting and removal work; however, in case of any conflict between the narrative description of work in Section a – c and the graphic depiction below, the narrative depiction will be controlling.

**4. Tree Removal.**

- a. Any woody species (“tree”) that is less than eight inches (8”) in diameter when measured at a height of four and one-half feet (4.5’) above ground and within the Clearing Area shall be removed as part of the contract pricing in bid sheets #1 through #3.
- b. Any tree listed below shall be removed as part of the additional contract pricing in bid sheet #4.
  - i. Any tree that is equal to or greater than eight inches (8”) in diameter when measured at a height of four and one-half feet (4.5’) above ground and within the Clearing Area.
  - ii. Any tree in publicly accessible locations where children could climb and contact conductors (such as schools, parks or similar areas).
  - iii. Any tree that is dead, dying, diseased, decayed, or leaning and endangers the safe operation of energized conductors.
  - iv. Any tree that is located such that the clearance requirements described in Section (3) above cannot be met (e.g., side trimming tree trunks within five feet (5’) of primary conductor).
- c. Tree removals shall be as close to ground level as possible. Stumps capable of re-sprouting shall be treated with an approved herbicide with dye. Stump treatments shall be done according to label recommendations with a minimum of a 95% efficacy in the following growing season. Any necessary treatments the following growing season will be done at contractor expense.
- d. Trees shall not be removed when a service drop is the only line involved. Contractors should notify the Customer that NLRED will lower the line while the customer removes the tree.

**5. Wood and Waste Disposal.**

- a. All brush, wood, and other debris shall be removed and disposed of on the day in which

it was trimmed, unless authorized by the Vegetation Manger.

- b. In limited areas identified by the Vegetation Manager, chipped and or shredded material will be left in the right-of-way. No material will be left in any right-of-way in any place or manner that would impair drainage or likely result in material being transported by storm water to drainage structures, private property, or nearby roads.
- c. Contractors shall locate and use dumping facilities that meet State, Federal and Local requirements.

**6. Herbicides.**

- a. The use of herbicides is preferred over mowing and/or manual removal for ground clearing of suitably sized brush. Mowing and manual removal should only occur in areas where herbicide use is prohibited due to site restriction, customer refusal, label restrictions and/or the size of brush restricts access for normal line maintenance. Mowing and manual brush removal in lieu of herbicide shall be approved by the Vegetation Manager.
- b. Contractor must guarantee 100% coverage of all herbicide work at the time of application and a minimum of 95% efficacy in the following growing season. Any retreatments of areas in the following growing season will be done at contractor expense.
- c. Herbicides must be approved by the Vegetation Manager prior to use in the field. Herbicide application will be done in accordance with all label directions and in compliance with all local, Federal and State Laws.

**T. Bid Submittals.** Persons responding to this bid will complete all attached Bid Sheets (#1 - #5).

- 1. **Bid Sheets #1, 2 and 3.** Bid Sheets #1, 2 and 3 will reflect the price for clearing identified circuits in accordance with this bid solicitation. These bids may be evaluated individually or as deductive of the overall vegetation removal project in accordance with A.C.A. 22-9-203(f), depending on the economic constraints and operational needs of the City of North Little Rock. If evaluated as deductives and insufficient funds are available to complete all work contemplated by Bid Sheets #1 - #3, Bid Sheet #3 will be eliminated, and bid submissions will be evaluated according to Bid Sheets #1 and #2. Likewise, if insufficient funds are available to complete Bid Sheets #2 and 3, bids will only be evaluated and accepted for Bid Sheet #1. All work performed will begin at the substation and finish at

the end of the circuit according to specifications.

- a. **Bid Sheet #1: Incomplete Circuits.** Bid Sheet #1 pertains to the I36 (Sherwood II), F26 (Levy II), H29 (Sherwood I), and B6 (Dixie) circuits that were partially cleared in 2019. Maps #1 through #4 show the work areas involved in Bid Sheet #1.
  - b. **Bid Sheet #2: Express Circuits.** Bid Sheet #2 pertains to the I34/I35 (Sherwood II) circuits that are located along the same route. Map #5 shows the work areas involved in Bid Sheet #2.
  - c. **Bid Sheet #3: Single Circuit.** Bid Sheet #3 pertains to the I33 (Sherwood II) circuit. Map #6 shows the work areas involved in Bid Sheet #2.
2. **Bid Sheet #4.** Bid Sheet #4 will reflect the price to remove large trees as described in Section S.4.
  3. **Bid Sheet #5.** Bid Sheet #5 will reflect the price to perform additional Vegetation Removal Services during emergency situations.
  4. **Bid Sheet #6.** Bid Sheet #6 will reflect the price to perform additional Vegetation Removal Services during routine circumstances.
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*This area intentionally blank.*

**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET #1:**

**2019 INCOMPLETE CIRCUITS**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

**1. Work Description.** Cutting and removal of all vegetative growth as described in the contract documents. Amount of work will be limited by appropriation of funds. Subject to professionalism practices established by Alex Shigo's scientific studies and ISA approved practices.

**2. Work Locations.** Work locations will be determined based upon the needs of North Little Rock Electric Department as indicated on maps #1 - #4.

**3. Bid Bond.** Bidders responding to this sheet must submit a bid bond or cashier's check in the amount of 5% of the bid price as stated in A.C.A. § 22-9-203(c)(2).

**4. Performance Bond.** Within ten (10) days of bid acceptance, contractor must furnish a surety bond in the amount equal to the amount of this contract as required in A.C.A. § 18-44-503 and § 22-9-401.

**5. Mobilization.** Contractor shall mobilize for work within thirty days (30) days of notice by the Vegetation Manager.

**PRICE:**

B6, I36, F26, and H29: \$ \_\_\_\_\_

**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET #2:  
2020 EXPRESS CIRCUITS**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

- 1. Work Description.** Cutting and removal of all vegetative growth as described in the contract documents. Amount of work will be limited by appropriation of funds. Subject to professionalism practices established by Alex Shigo's scientific studies and ISA approved practices.
- 2. Work Locations.** Work locations will be determined based upon the needs of North Little Rock Electric Department as indicated on map #5.
- 3. Bid Bond.** Bidders responding to this sheet must submit a bid bond or cashier's check in the amount of 5% of the bid price as stated in A.C.A. § 22-9-203(c)(2).
- 4. Performance Bond.** Within ten (10) days of bid acceptance, contractor must furnish a surety bond in the amount equal to the amount of this contract as required in A.C.A. § 18-44-503 and § 22-9-401.
- 5. Mobilization.** Contractor shall mobilize for work within thirty days (30) days of notice by the Vegetation Manager.

**PRICE:**

I34/35: \$ \_\_\_\_\_

**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET #3:  
2020 SINGLE CIRCUIT**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

1. **Work Description:** cutting and removal of all vegetative growth taller than 6 feet a located within 15 feet of the center line of electric lines and facilities. Amount of work will be limited by appropriation of funds. Subject to professionalism practices established by Alex Shigo's scientific studies and ISA approved practices.
2. **Work Locations:** Work locations will be determined based upon the needs of North Little Rock Electric Department, but generally in the area indicated on maps #5.
3. **Bid Bond.** Bidders responding to this sheet must submit a bid bond or cashier's check in the amount of 5% of the bid price as stated in A.C.A. § 22-9-203(c)(2).
4. **Performance Bond.** Within ten (10) days of bid acceptance, contractor must furnish a surety bond in the amount equal to the amount of this contract as required in A.C.A. § 18-44-503 and § 22-9-401.
5. **Mobilization.** Contractor shall mobilize for work within thirty days (30) days of notice by the Vegetation Manager.

**PRICE:**

I33: \$ \_\_\_\_\_

**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET 4:  
FIXED-PRICE TREE REMOVAL**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

1. **Work description and location:** Cutting and removal of all trees eight inches (8") eight inches (8") in diameter or larger when measured at a height of four and one-half feet (4.5') above ground as described in Section S.4.
2. **Work schedules:** Work schedules are flexible. Contractors shall mobilize for work within ten (10) days of notice by the Vegetation Manager.

**PRICE:**

8" – 11.99":                   \$ \_\_\_\_\_

12" – 15.99":                   \$ \_\_\_\_\_

16" – 19.99":                   \$ \_\_\_\_\_

20" – 23.99":                   \$ \_\_\_\_\_

**24" and larger subject to Negotiated price.**

**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET #5:**

**HOURLY-RATE EMERGENCY VEGETATION REMOVAL SERVICES**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

**1. Work description:** Hourly rates for cutting and removal of all vegetation growth that is impeding provision of electrical service after a weather-related event or other emergency.

**Work schedules:** Work is event driven. Contractor shall mobilize at least one (1) work crew within one (1) hour of notification by the Vegetation Manager and be prepared to work continuously for sixteen (16) hours with an additional crew available within four (4) hours of notification.

**2. Minimum work:** North Little Rock Electric Department shall pay and receive no less than eight (8) hours for each mobilization period of twenty-four (24) period.

**PRICE:**

**HOURLY RATE FOR ONE (1) TWO PERSON CREW:**

(MANUAL) \$ \_\_\_\_\_

(BUCKET) \$ \_\_\_\_\_

**HOURLY RATE FOR ONE (1) THREE PERSON CREW:**

(MANUAL) \$ \_\_\_\_\_

(BUCKET) \$ \_\_\_\_\_



**NORTH LITTLE ROCK ELECTRIC DEPARTMENT  
VEGETATION REMOVAL SERVICES BID SPECIFICATIONS**

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**BID SHEET #6**

**HOURLY-RATE ROUTINE VEGETATION REMOVAL SERVICES**

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The undersigned hereby states that the prices quoted herein constitute the total cost to the North Little Rock Electric Department for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, overhead expenses, supervision inspection cost, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the general terms and conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year.

- 1. Work description:** Hourly rates for cutting and removal of all vegetation growth that is impeding provision of electrical service during normal work hours.
- 2. Work schedules:** Work is driven by problems detected. Contractor shall mobilize at least one (1) work crew within one (1) day of notification by the vegetation manager and be preceded to work continuously for eight (8) hours with an additional crew available within two (2) days of notification.
- 3. Minimum work:** North Little Rock Electric Department shall pay for and receive no less than four (4) hours of work each mobilization of twenty-four (24) hours.

**PRICE:**

HOURLY RATE FOR ONE (1) TWO PERSON CREW:

(MANUAL) \$ \_\_\_\_\_

(BUCKET) \$ \_\_\_\_\_

HOURLY RATE FOR ONE (1) THREE PERSON CREW:

(MANUAL) \$ \_\_\_\_\_

(BUCKET) \$ \_\_\_\_\_

**BIDDER INFORMATION**

**Company Name:** \_\_\_\_\_

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

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

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SUBMITTED BY:**

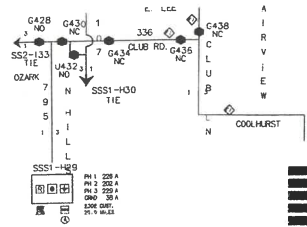
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

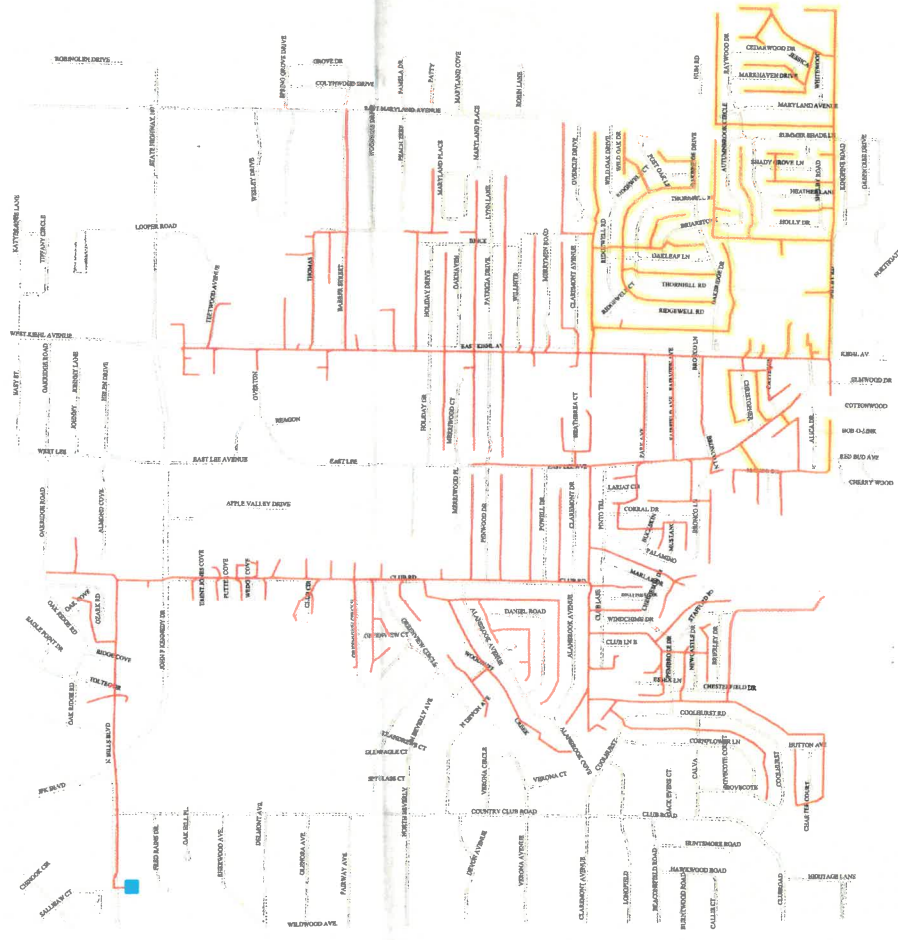
**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

BIDS ARE NOT COMPLETE UNLESS SIGNED. THE PERSON SIGNING THIS DOCUMENT REPRESENTS THAT HE OR SHE IS AUTHORIZED TO BIND THE NAMED COMPANY TO THE PRICES SUBMITTED ON BID SHEETS #1 - #5.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.

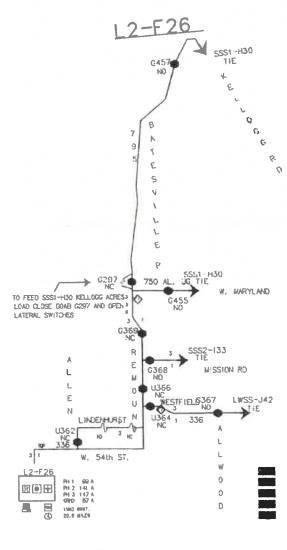


H29 ≈ 5.5 MILES

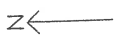




F26 ≈ 4.5 MILES



I 36 ≈ 8.6 MILES



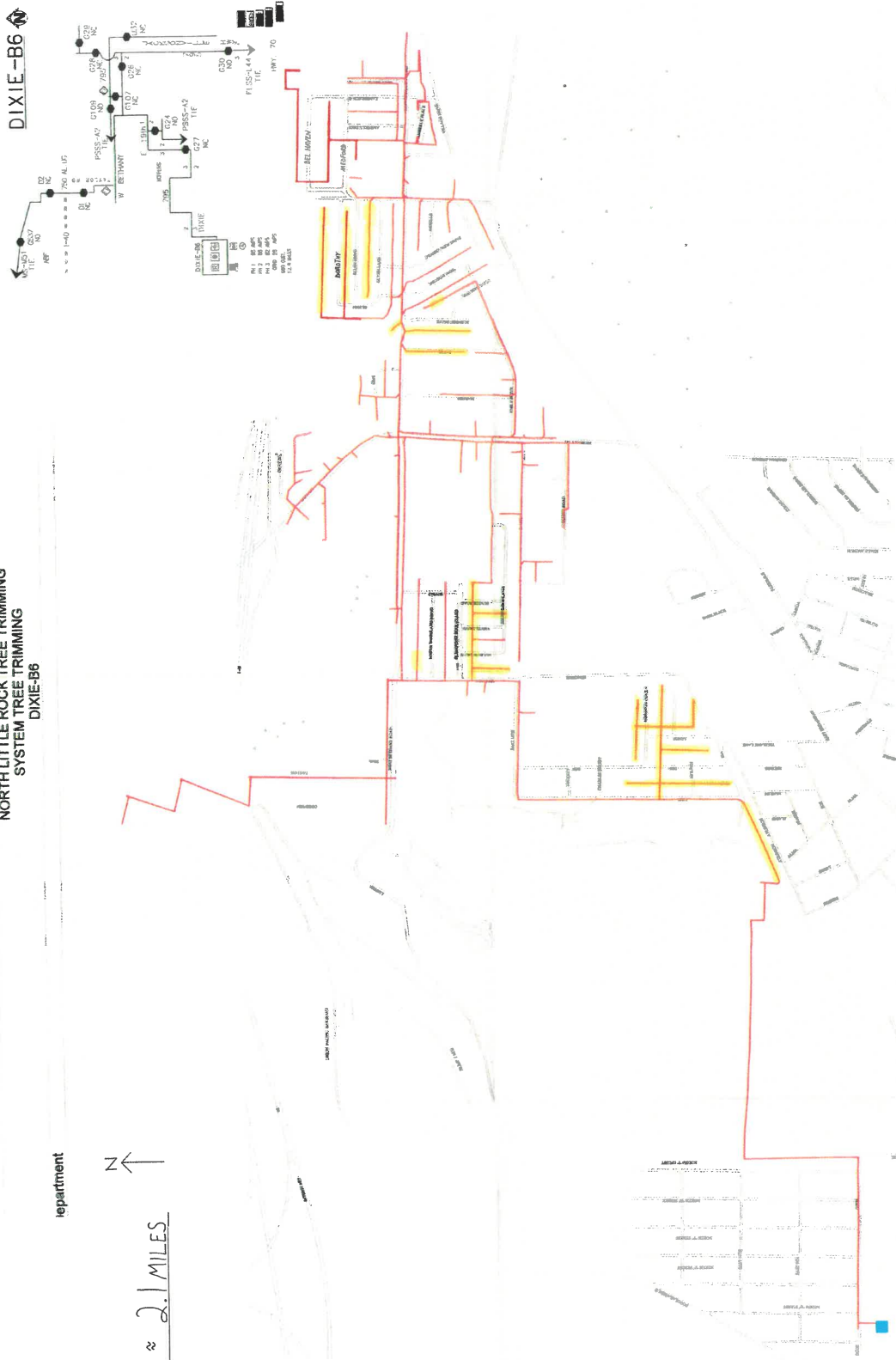
NORTH LITTLE ROCK TREE TRIMMING  
SYSTEM TREE TRIMMING  
DIXIE-B6

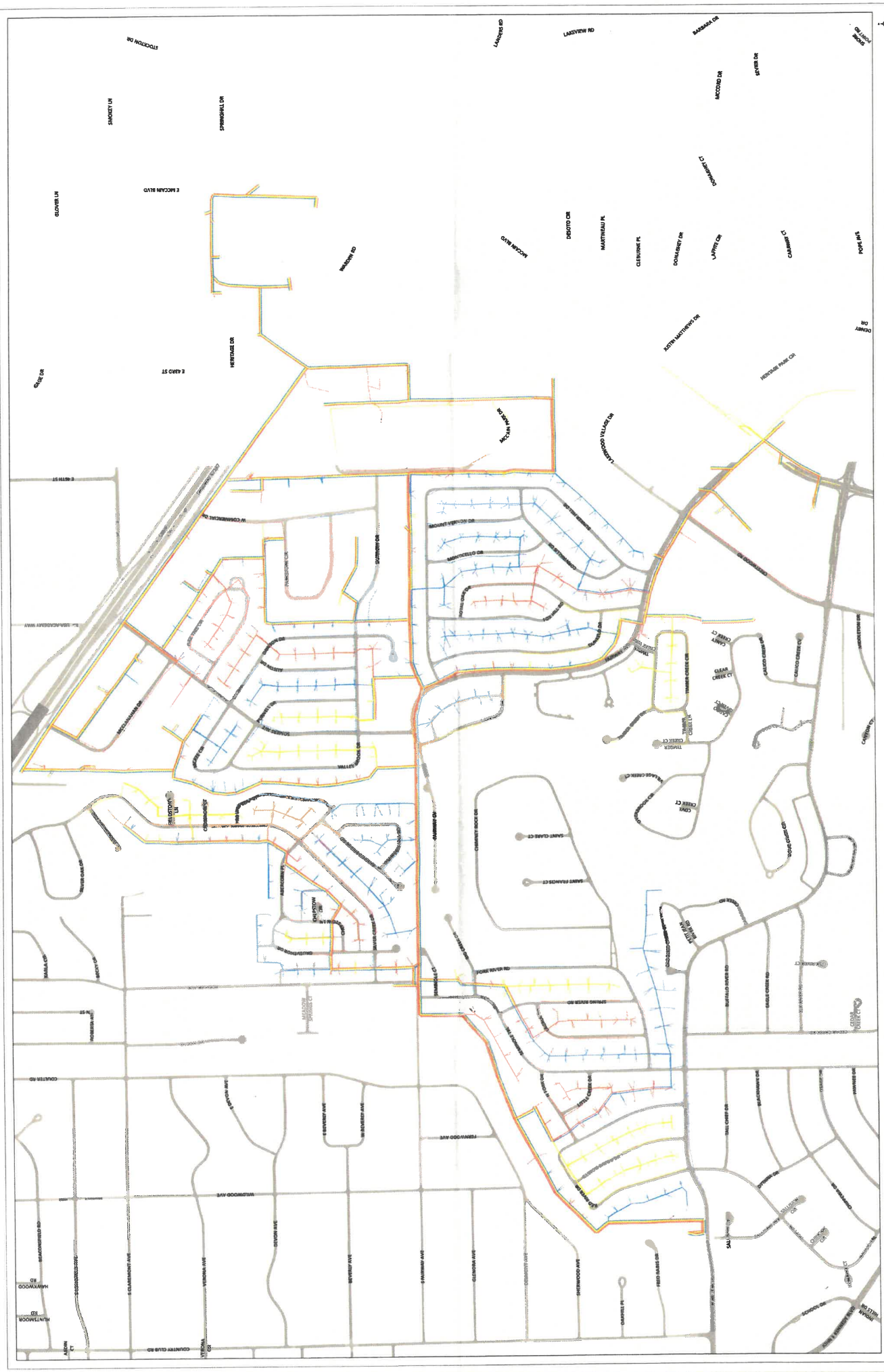
DIXIE-B6

Department



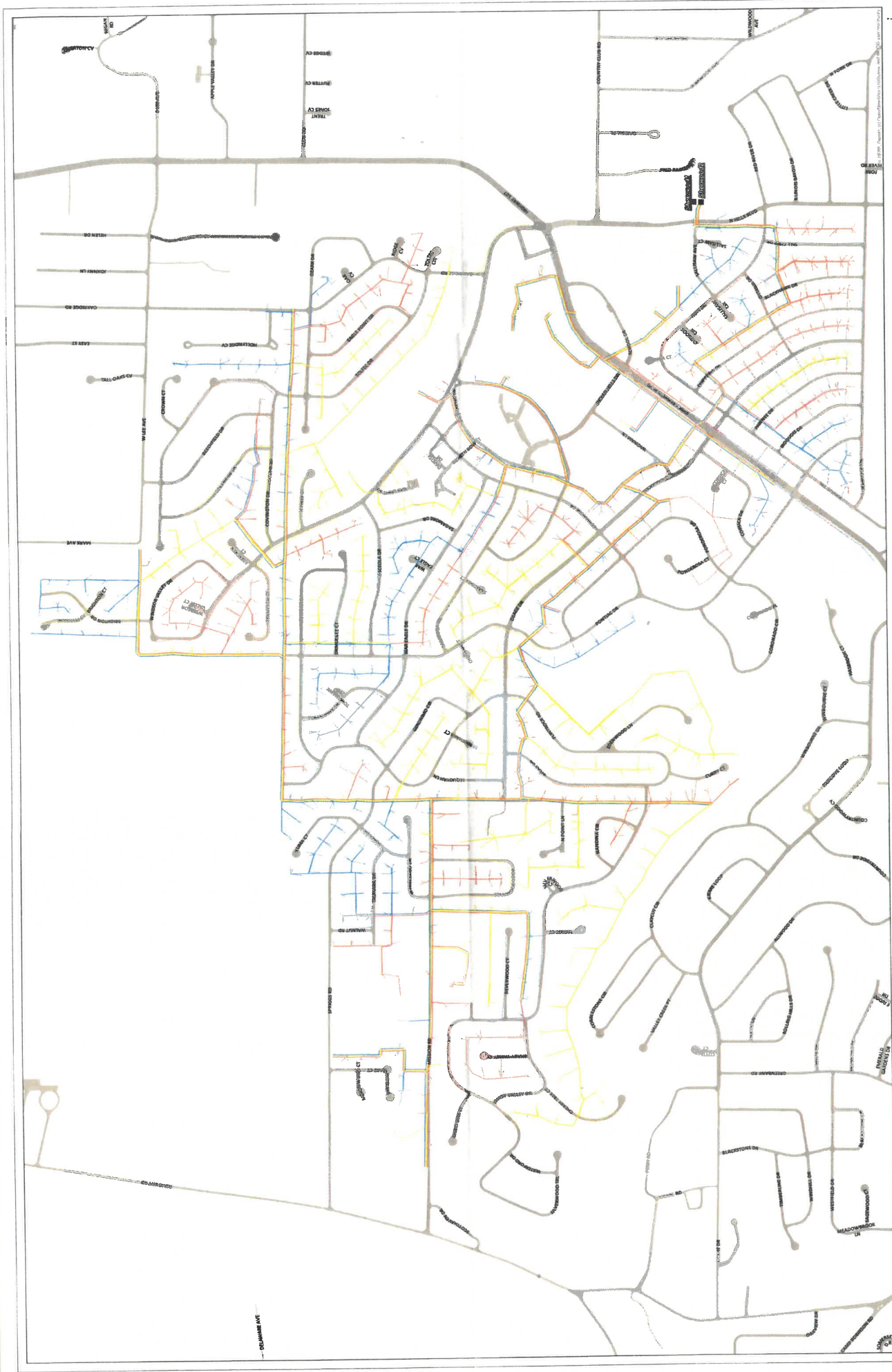
B6 ≈ 2.1 MILES





1 inch = 300 feet

134 & 135 Circuits ≈ 17.7 MILES



1 inch = 330 feet

133 Circuit ≈ 20.5 MILES



## 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. The City reserves the right to reject any and all bids.
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 \$35,000.00 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 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.

24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://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:**

**Commerce Department  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119**