

City of Fayetteville Staff Review Form

2020-0780

Legistar File ID

10/6/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

John J. Scott

9/17/2020

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Building Exteriors to plant 160 trees for \$70,658.00 along Cato Springs Trail in South Fayetteville with a \$7,000.00 project contingency.

Budget Impact:

4470.520.8520-5806.00

Sales Tax Cap Impr

Account Number

Fund

08001.1

Tree Escrow

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 128,818.00

Funds Obligated \$ 434.72

Current Balance **\$ 128,383.28**

Does item have a cost? Yes

Item Cost \$ 70,658.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 57,725.28**

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



OCTOBER 6, 2020

TO: Mayor and City Council

THRU: Connie Edmonston, Director of Parks and Recreation
Ted Jack, Parks Planning Superintendent

FROM: John J. Scott, Urban Forester

DATE: September 15, 2020

SUBJECT: Approval of a resolution to approve Bid 20-73 in the amount of \$70,658.00 for a contract with Building Exteriors Inc, to install 160 trees along the Cato Springs Trail and project contingency of \$7,000.00.

RECOMMENDATION:

Approval of a resolution to approve Bid 20-73 in the amount of \$70,658.00 for a contract with Building Exteriors Inc, to install 160 trees along the Cato Springs Trail and project contingency of \$7,000.00.

BACKGROUND: Developers who cannot plant the required number of trees on site can contribute to an escrow account used to support tree plantings in the associated quadrant. Tree escrow funds must be spent within seven years. UDC 167.04 J. 4 a-i. This project is utilizing funds for the South West quadrant to enhance the Cato Springs Trail.

DISCUSSION:

Cato Springs Trail has several areas that have full sun exposure. Urban Forestry, Parks Planning, and the Trails Coordinator discussed adding trees along the trail and agreed this was an excellent addition to the trail system. Trees along the Cato Springs Trail will add shade to comfort trail users in the hot summer months, reduce urban heat island, and provide other benefits such as providing habitat for local wildlife. The plan includes a diverse tree species, including Pecan (*Carya illinoensis*) trees and Paw Paw (*Asimina triloba*). These fruit trees will contribute to an existing food forest throughout the City. Urban Forestry Staff secured permission from Arkansas Highway Department to plant trees in the State's median, where the Cato Springs Trail crosses the Fullbright Expressway.

BUDGET/STAFF IMPACT:

Urban Forestry Staff will serve as construction administration for this project. As these trees mature, more maintenance time is required. The contractor will water and maintain the tree for the first year.

Attachments:

Staff Review Form
Contract

Appendix A- Bid 20-73, Construction – Fall Tree Planting
Appendix B- Building Exteriors bid proposal
Appendix C- Recommendation for Award
Appendix D- Building Exteriors, Certificate of Insurance
Appendix E- Building Exteriors 100% performance and payment bonds



This contract executed this 17th day of September, 2020, between the City of Fayetteville, Arkansas (City) and Building Exteriors, Inc. (Building Exteriors, Vendor) In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Vendor at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 20-73, Construction – Fall Tree Planting as stated in Building Exteriors bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 20-73, all included herein as if spelled out word for word.
 - a. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of \$70,658.00 US Dollars.
 - b. The City of Fayetteville shall pay Building Exteriors for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
 - c. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for “untimely” payments.
 - d. The City shall withhold five percent (5%) retainage from all payments until project is completed in full.
2. The Contract documents which comprise the contract between the City of Fayetteville and Vendor consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Bid package identified as Bid 20-73, Construction – Fall Tree Planting with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
 - b. Appendix B: Building Exteriors bid proposal.
 - c. Appendix C: Recommendation for Award, inclusive of the bid tabulation
 - d. Appendix D: Building Exteriors Certificate of Insurance
 - e. Appendix E: Building Exteriors 100% Performance and Payment Bonds – to be submitted after contract award.
3. These Contract documents constitute the entire agreement between the City of Fayetteville and Building Exteriors and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Building Exteriors.
4. Building Exteriors shall not assign its duties under the terms of this agreement.

5. **Building Exteriors** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Building Exteriors** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. **Building Exteriors** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable coverage exists for the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Building Exteriors** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Vendor.
 - a. Workmen's Compensation: Statutory Amount
 - b. Comprehensive General & Automobile Insurance: \$500,000 for each person injured.
 - c. Bodily Injury Liability: \$1,000,000 for each accident.
 - d. Property Damage Liability: \$1,000,000 aggregate.
7. **Building Exteriors** shall furnish proof of licensure as required by all local and state agencies.
8. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council in **advance** of the change in scope, cost or fees.
10. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute.
11. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.
12. Security: No later than 10 calendar days of contract award, a one hundred percent (100%) performance and payment bond shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office. **Building Exteriors** shall warranty work performed under this contract for a period of one (1) full year from the date of final payment.
13. Contractor's Representations:
 - a. **Building Exteriors** has examined and carefully studied all contract documents.
 - b. **Building Exteriors** has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - c. **Building Exteriors** is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that

may affect cost, progress, performance, and furnishing of the Work.

- d. **Building Exteriors** has carefully studied all:
 - A. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - B. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- e. **Building Exteriors** has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- f. **Building Exteriors** does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. **Building Exteriors** is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- h. **Building Exteriors** has correlated the information known to **Building Exteriors**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- i. **Building Exteriors** has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that **Building Exteriors** has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to **Building Exteriors**.
- j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- k. **Building Exteriors** is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.
- l. Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

14. **Liens:** No liens against this construction project are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires, and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

15. Contract Time:

- a. Time is of the essence: All time limits or milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Project completion shall be completed no later than **December 11, 2020**.

16. Liquidated Damages: N/A

17. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

BUILDING EXTERIORS, INC.

By: _____
Lioneld Jordan, Mayor

By:  _____
Jo L Steenbergen, Owner

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 9-17-20

Project Manual



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY OF FAYETTEVILLE,
ARKANSAS

Construction – Fall Tree Planting

BID # 20-73

Date: August 2020



Project Check List

This checklist is for the Bidder’s use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier’s check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor’s License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

City of Fayetteville
Bid 20-73, Construction - Fall Tree Planting
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 20-73, Construction - Fall Tree Planting

The City of Fayetteville is accepting quotations for a tree planting project as described herein, including the acquisition and planting of 160 (2-inch caliper) trees of varying species per the attached list. This project includes the purchase of materials and installation of a small irrigation system with a water meter, backflow preventer, cutoff valve, and three hose bibs. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Wednesday September 02, 2020 before 2:00 PM, local time** utilizing the electronic bidding software, OR by submitting a sealed bid at the City of Fayetteville, Purchasing Division address listed below. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

A non-mandatory Pre-Bid meeting will be held **Tuesday August 18, 2020 at 10:00 AM** onsite. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bidders and license shall be valid at the time of bid deadline.

In an effort to understand hardships our vendors and suppliers are facing in relation to the current COVID-19 situation, the Purchasing Division will take feedback from plan holders and interested parties to understand the current impact to vendors operations.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Sr. Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08.09.2020 and 08.16.2020

Date of Final Completion: December 11, 2020

Bid Form is available on Bonfire.

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 20-73, Construction - Fall Tree Planting
Instructions to Bidders

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. City of Fayetteville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are

necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

- 3.3 Bidders shall promptly notify owner of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by owner are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the owner not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.

- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.

11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.

11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7 The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or owner's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1 Americans with Disabilities Act.
- 27.2 Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3 Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1 All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Electronic Submittal: Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary.

OR

Physical Submittal: Bids submitted physical shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**

- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in

writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to

the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary

or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
 - j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. **Urban Forester Directives**
- b. **Cato Springs Trail Planting Plan.**



Urban Forester Directives

The City of Fayetteville is accepting quotations for a tree planting project as described herein, including the acquisition and planting of 160 (2-inch caliper) trees of varying species per the attached list. This project includes the purchase of materials and installation of a small irrigation system with a water meter, backflow preventer, cutoff valve, and three hose bibs. The purchase price includes planting per detail and specifications in locations as provided on the planting plans. Project completion shall occur on or before December 11, 2020.

Content List:

1. General Notes
2. Planting Detail
3. Tree Planting & Materials Specifications
4. Product Storage and Handling Requirements
5. Maps
 - a. Context Map
 - b. Planting Plans

GENERAL CONSTRUCTION NOTES

CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND CALLING THE ARKANSAS ONE CALL SYSTEM (811) PRIOR TO ANY EXCAVATION.

THE CITY OF FAYETTEVILLE URBAN FORESTER IS CONSIDERED THE PROJECT MANAGER AND OWNER REPRESENTATIVE OF THIS PROJECT.

PROPOSALS FOR PRE-APPROVED SUBSTITUTION EQUALS MUST BE SUBMITTED TO PROJECT MANAGER NO LATER THAN FOUR (4) DAYS PRIOR TO BID DEADLINE.

CONTRACTOR TO FLAG CENTER OF PROPOSED HOLE OF EACH PLANTING LOCATION BASED ON PLANS. PROJECT MANAGER TO CONFIRM PRIOR TO DIGGING. CONTRACTOR TO NOTIFY PROJECT MANAGER 3 DAYS PRIOR TO REQUEST FOR INSPECTION.

CONTRACTOR RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING IRRIGATION INFRASTRUCTURE. IF ENCOUNTERED, CONTRACTOR SHALL VERIFY NO DAMAGES, OR PROMPTLY REPAIR IF DAMAGE TO IRRIGATION LINES OCCURS.

NO DYED MULCH SHALL BE USED WITH THE PROJECT.

TREES SHALL NOT BE STAKED UNLESS APPROVED OR REQUESTED BY PROJECT MANAGER. IF STAKING IS NEEDED, PROVIDE THE FOLLOWING FOR EACH TREE: INSTALL 2 UNIFORM OPPOSING STAKES. USE T-POSTS OR 2X2 CEDAR POSTS, EXTENDED INTO UNDISTURBED SOIL. FROM STAKES, TIE WIRE AND $\frac{3}{4}$

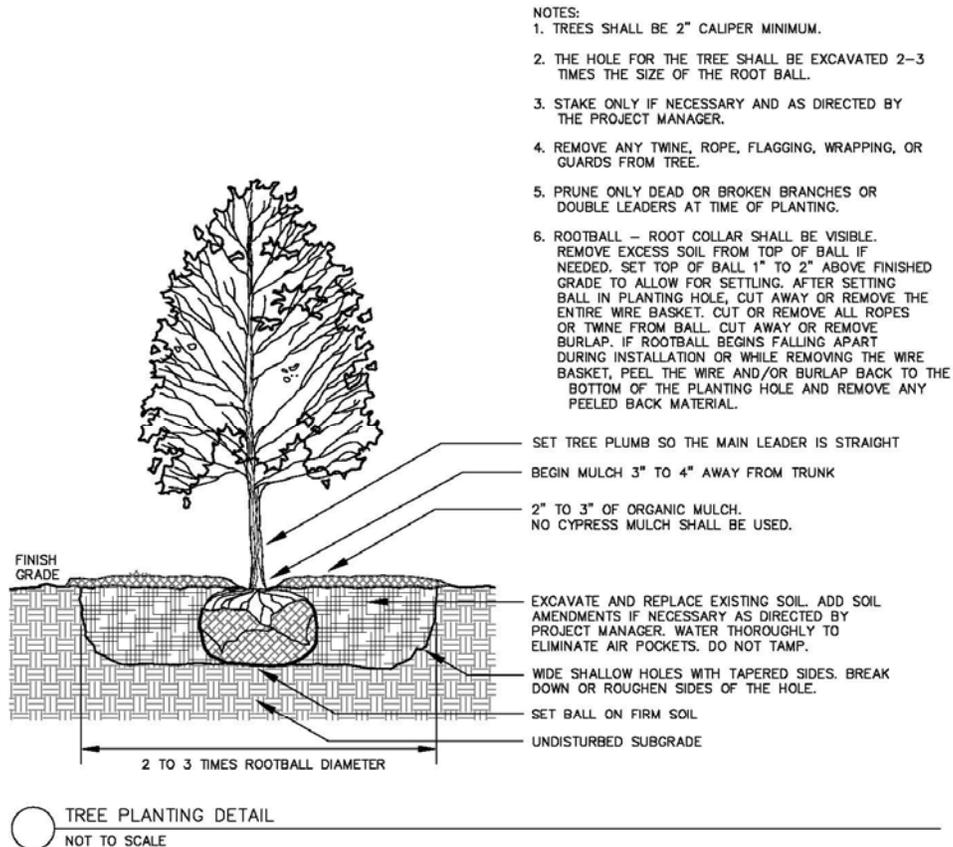
INCH DIAMETER HOSE TAUGHT BUT NOT DAMAGING THE TRUNK, IN ORDER TO INCREASE UPRIGHT STABILITY OF THE UPRIGHT PLANTED TREE.

AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR PREVIOUS CONDITION AT CONTRACTOR'S EXPENSE AS DIRECTED BY PROJECT MANAGER.

CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR STORM WATER MANAGEMENT FOR THIS PROJECT. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL APPLICABLE PERMITS RELATED TO CITY, STATE, OR OTHER JURISDICTIONS, IN THE EVENT THAT TRAFFIC LANE CLOSURE IS TO BE USED.

Planting Details



After tree installation, trees should be immediately watered.

Section 32 93 23

TREE PLANTING & MATERIALS SPECIFICATIONS

Part 1 - GENERAL

1.1 DESCRIPTION

- A. Perform work in areas designated on drawings and aerial maps. Flag tree locations for inspection and approval of the Project Manager. Do not begin planting until locations are approved by the Project manager.

1.2 QUALITY ASSURANCE

- A. All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of the stock. The Project Manager shall receive the original or authentic copy of the certificate(s) before plant material being installed.
- B. Certification, when required, will be following all pertinent codes and regulations, and with selected standards of the Arkansas State Plant Board or authorized authority from other states.

1.3 SUBMITTALS

- A. Plant grower's certification of species. Note source location.
- B. Note type and source of mulch. No dyed mulch or cypress mulch shall be used.

1.4 TRANSPORTING, DELIVERY, STORAGE AND HANDLING

- A. Delivery, storage, and protect projects under provisions of Section 01 66 00 at end of this information. Pages 12-14.
- B. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage; if branches have been tied up long enough to have affected branch growth or if branches will not freely fall to their natural position when wrap/tie is released.
- C. During shipping, branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- D. The Contractor shall exercise care during the transportation of plant material to prevent injury and drying out of the trees. Project Manager may reject the injured tree(s) and require replacement at no additional cost to the City if the roots are dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn off.
- E. Plants must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well-protected with soil covered with wood chips or other acceptable material, and kept well-watered in a location approved by the Project Manager. Plants shall not remain unplanted any longer than 3 days after delivery without permission from the Project Manager. Plants shall not be bound with wire or rope at any time to damage the bark or break

branches. Plants shall be lifted and handled with suitable support of the root ball to avoid damage. Straps or other lifting devices shall not be attached to the trunk for transport, delivery, or planting.

- F. Bid prices shall include delivery to the Contractor's receiving site or approved alternate site(s) and to the planting site. The contractor shall submit alternate storage locations to the Project Manager for approval. If additional storage space is required, the City may provide storage space. The contractor shall give a minimum of 5 business days of notice to the Project Manager. The City shall have the right to refuse to store or accepting the delivery of trees at City sites(s). If the City accepts storage on a City site(s), it shall have the right to require the removal of trees from the site within 3 business days of notice to the Contractor.
- G. Any plant material delivered to a City site(s) shall not be shipped C.O.D., and any shipment so made will be refused by the Project Manager.
- H. Any deliveries made to City site(s) shall be made between the hours 8:30 a.m. – 3:30 p.m. Monday through Friday.
- I. If plant material is to be delivered to a City site, the Contractor shall give the Project Manager notice of delivery time 3 to 5 days before delivery.

1.5 PROJECT CONDITIONS

- A. Planting shall be done within the following dates:
 - 1. After receipt of Notice to Proceed.
- B. Perform planting after all work affecting groundwork has been completed.
- C. The contractor is responsible for locating and protecting existing irrigation infrastructure. If encountered, the contractor shall verify no damages, or promptly repair if damage to irrigation lines occurs.
- D. When detrimental conditions are encountered, notify the Project Manager (see section 3.1 F).
- E. Contractor to provide watering equipment as required. Water shall be provided by the Contractor and be suitable for irrigation and free from ingredients harmful to plant life.
- F. Soil Moisture Requirements:
 - 1. Soil moisture shall exist throughout the zone from one (1") inch below the surface to at least the depth of the rootball at the time of planting. A minimum of 25 gallons per tree shall be placed over the rootball and mulched area of the planting hole. The moisture content of the soil may be estimated and judged closely by the hand-squeeze test. The soil should readily form a tight cast when squeezed in the hand. The cast should break into two pieces without crumbling and without leaving excess water on the hand after casting.

Part 2 - MATERIALS

2.1 PLANT MATERIALS

- A. All plant material shall conform to the ***American Standard for Nursery Stock ANSI Z.60.1, 2004***, or most recent publication and the City ***Mitigation and Landscape Tree Quality Specifications***. Plants shall be true to species and variety specified and nursery-grown by good horticultural practices under climatic conditions similar to those in the locality of the project. Plants shall be so trained in development and appearance as to be unquestionably superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well-branched and densely foliated when in leaf, and free of disease and insect adults eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.
- B. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abraded bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over ¾-inch (2 cm) diameter that are not completely callused are cause for rejection.
- C. Containerized plants shall be well established in the container with a root system sufficiently developed to retain the root ball shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling, or bent roots. Root collar shall be apparent at the surface of the ball.
- D. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Project Manager. The use of larger plants shall not increase the contract price nor allow the Contractor to use smaller than specified material on other plants. If larger plants are approved, the root ball, root spread, or container shall be increased in proportion to the size of the plant.
- E. Caliper measurements shall be taken on the trunk 6 inches above the root collar for trees up to 4 inches in caliper, and at 12 inches above the root collar for trees over 4 inches in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- F. If a tree species is not available, substituted equals may be submitted for review and approval to Project Manager up to four (4) days before the bid deadline.
- G. All plants shall be labeled by size and scientific plant name as listed in the current edition of ***Manual of Woody Landscape Plants***. Labels shall be attached securely to all plants. Plant labels shall be durable and legible, with the information given in weather-resistant ink or embossed process lettering.

2.2 OTHER MATERIALS

- A. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be 1/8 inch nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 square inches. Dyed mulch and Cypress mulch are prohibited.
- B. Water shall be provided by the Contractor and be suitable for irrigation and free from ingredients harmful to plant life
- C. Supplemental additives such as fertilizers or growth hormones are expressly prohibited to be used on this project. The use of B-12 Root Stimulator or mycorrhiza fungi supplements are encouraged but not required. All products to be applied to the trees leaves, bark, root balls or any part of the planting area shall be approved by the Project Manager before application.

Part 3 – EXECUTION

3.1 EXCAVATION OF PLANTING AREAS

- A. The Project Manager will mark all planting locations with flags and notify the City for inspection before planting. ALL PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT INCURRING ADDITIONAL COSTS TO THE OWNER. The Contractor shall notify Arkansas One Call to verify the location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. The planting hole shall be a minimum of 2 times the rootball diameter. Where constraints such as sidewalks, curbs, stormwater culverts, utility boxes, etc. interfere with the hole size, the largest hole possible shall be dug. If the hole would be smaller than 36 inches in any one direction, the Project Manager shall be notified before excavation.
- C. Planting holes may be excavated by an auger, backhoe, stump grinder, forklift forks, or shovel. All glazed soil walls created by excavation shall be deglazed by roughening the planting hole wall surface. Excavation of the rest of the planting hole may be done with a heavy-duty rotor tiller or other soil tilling device by loosening the soil a minimum of 8 inches deep.
- D. The soil pad on which the rootball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. If a planting hole is dug too deep the base of the hole shall be filled and hard-packed with a soil vibrator/compactor or like equipment until the correct depth is reached.

- E. Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices.
- F. The Contractor shall notify the Project Manager, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.
- G. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Project Manager shall designate alternate planting locations.

3.2 PLANTING OPERATIONS

- A. Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will result in damage to tree parts or loosen the roots in the ball.
- B. Plants shall be set with the top of the root collar at or slightly above finished grade. Any plant material installed below finished grade or installed more than 2" above-finished grade shall be dug up and replanted as specified and shown on the drawings or replaced as may be required by the Project Manager. Plants must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth 1 year after planting.
- C. Plants in plastic, metal, or biodegradable containers, shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.
- D. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be backfilled to the top of the hole and watered. Prevent puddled soil conditions by avoiding compaction once the soil is wet.
- E. Planting areas shall be finish-graded to match to existing grade before tree installation.
- F. The contractor is responsible for immediately applying water to each tree over the rootball and mulched area to saturate the root ball and all soils disturbed during planting
- G. Excess soil from the tree installation shall be used to create a 2-inch-high by a 20-inch wide earthen ring around the tree at the outside edge of the canopy drip line. If excess soil is not available or insufficient to complete the ring the contractor may use leftover soil from other trees planted in the area or provide soil similar in texture and structure.

- HI. All plants shall be mulched over the root system, the adjoining soil, and earthen ring with a 2-3 inch layer of specified mulching material immediately after planting. Mulching material shall be pulled back no less than 3" from the trunk.
- I. All twine, rope, transit guards and wrappings secured around the trunk or branches shall be removed after planting is completed unless used for staking purposes.

3.3 STAKING, WRAPPING, AND PRUNING

- B. Only trees designated by the Project Manager shall be pruned. Pruning at the time of planting shall be limited to the removal, dead branches and any branches damaged or broken during the planting process. All pruning shall conform to ***American National Standard for Tree Care Operations, ANSI A300 Pruning***. If more is required, the tree should be replaced.
- C. No additional pruning shall occur without approval by the Project Manager.
- D. Staking will require notification to the project manager. Any stakes used will be removed by the contractor after one year of growth.

3.4 CLEANUP

- A. Soil, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting activities shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a private and/or public property in such a manner as to result in a public hazard.

3.5 ACCEPTANCE

- A. The Project Manager reserves the right to inspect work or designate others to inspect the work at any time during the contract length. The Project Manager or his designee shall perform an inspection with the Contractor of all plant material after the original planting to note and correct any discrepancies.
- B. Acceptance of plant material by the Project Manager shall be for conformity to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.
- C. Upon completion and re-inspection of all repairs or replacements necessary in the judgment of the Project Manager, the Project Manager shall certify in writing that the work has been accepted. Any plant work so accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.
- D. Work may be accepted in parts when the Project Manager and Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the Project Manager to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

3.6 GUARANTEE PERIOD AND REPLACEMENT

- A. The Contractor shall guarantee all plants to be healthy and in a flourishing condition at the time of planting and until final inspections occur by the Project Manager or his designated representative.
- B. The Contractor shall monitor area rainfall and provide water to the trees as needed to ensure their growth and establishment through a one (1) year guarantee period, beginning after final acceptance.
- J. At ten months after final acceptance, trees will be checked to insure they are alive and meeting specifications. The Contractor shall remove and replace, without additional cost to the owner, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Project Manager any time during the guarantee period. Replacements shall be subject to all requirements stated in these specifications.
- D. The Contractor shall be responsible for all maintenance of the trees during the guarantee period.

3.8 FINAL INSPECTION AND ACCEPTANCE

- A. At the end of the guarantee period and upon the written request of the Contractor, the Project Manager, or his designee shall inspect all guaranteed work for final acceptance. The request shall be received at least 5 working days before the anticipated date for a final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Project Manager at that time, the Project Manager shall certify, in writing, that the project has received final acceptance.

End of Section 32 93 23

Section 01 66 00

PRODUCT STORAGE AND HANDLING REQUIREMENTS

Part 1 - GENERAL

1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Project Manager, determine and comply with manufacturers' recommendations of product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 1. Maintain packaged materials with seals unbroken and labels intact until the time of use.
 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to Project Manager as to manufacturer, grade, quality, and other pertinent information.

1.5 STORAGE

- A. Store materials, supplies, and equipment in an orderly fashion at the site of the work will not unduly interfere with the progress of his work or other contractors.

1.6 PROTECTION

- A. Provide the necessary care in unloading procedures to prevent damage to materials and equipment delivered to the job site.
- B. Provide necessary security fencing and measures to prevent damage through vandalism or theft.
- C. At all times safely guard Owner's property against injury or loss in connection with this Contract. At all times safely guard and protect the Work, and that of adjacent property, from damage. Furnish, maintain, and use such equipment as may be necessary to protect adjacent property from damage caused by construction equipment, dust, mud, dirt, and refuse from operations. Failure to prevent such damage shall be cause for stopping the Work until dust, mud, dirt, and refuse are controlled. Be fully responsible for safety precautions and protection until acceptance of the Work.

- D. Exercise due care to avoid damage to existing improvements or facilities, fences, buildings, structures, adjacent properties, and trees and shrubs that are not to be removed.
- E. In the event of temporary suspension of work, or during inclement weather, or whenever the Project Manager shall direct, direct Subcontractors to carefully protect the Work and materials against damages or injury from the weather.

1.7 REPAIRS AND REPLACEMENTS

- A. In the event of damage, promptly make replacements and repairs to the approval of the Project Manager and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Project Manager to justify an extension in the Contract Times.

End of Section 01 66 00
Section 02370

Section 2-ARDOT Planting Requirements

18 trees are planted within the Arkansas Highway Departments right of ways. The City of Fayetteville has permissions via Special Permit number SP-04-2020-0029. The following apply to the 18 trees planted with in the ARDOT right of ways:

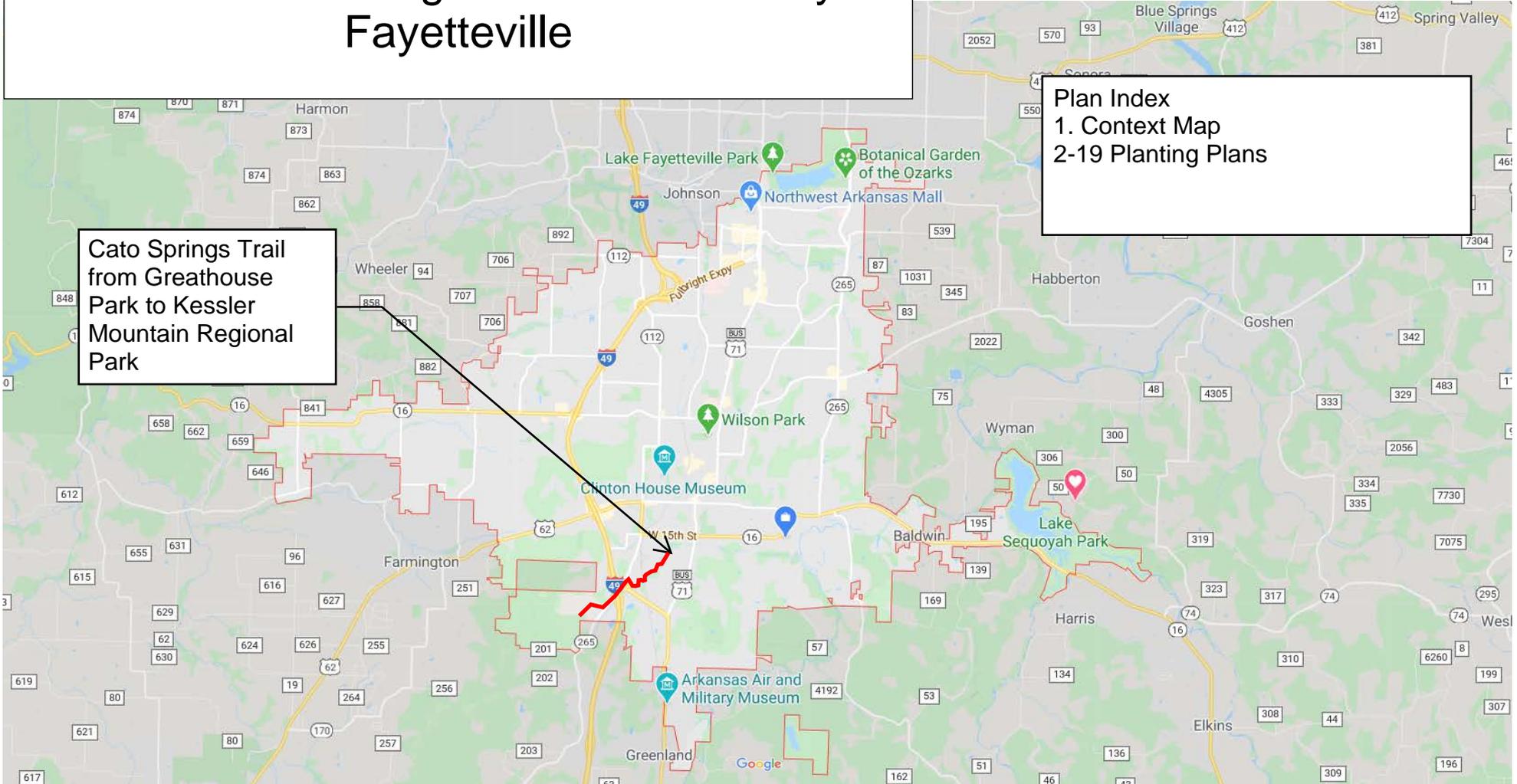
- You shall ensure that all work and materials used within the highway right of way are in accordance with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, most recent edition, and any specifications or design standards supplied by the Department.
- You shall not use any part of the highway right of way for storage of materials or equipment.
- You shall assume full responsibility for safeguarding all utilities in the work area during the time of your construction. You shall notify Arkansas One-Call, at 1-800-482-8998, and have utility facilities located prior to beginning work. Any utility adjustments made necessary by your work shall be in accordance with the Utility Accommodation Policy of the Arkansas Department of Transportation and under utility permit issued to the utility owner and separate from this special permit and at no cost to the Department.
- You shall undertake measures to avoid tracking soil and mud from the work area onto the highway and to re-vegetate, in accordance with the Standard Specifications for Highway Construction, most recent edition, all areas of disturbed soil, of any size, on the right of way. Phase II Storm Water Construction Permits are required on all projects that have a "disturbed soil area" of one acre or more. This may require that you obtain a Storm Water Construction Permit from the Arkansas Department of Environmental Quality (ADEQ).

- You shall notify this office of your intention to begin work at least three (3) working days prior to the anticipated start date. The Urban Forester for the City of Fayetteville will be the contact point and notify the State.

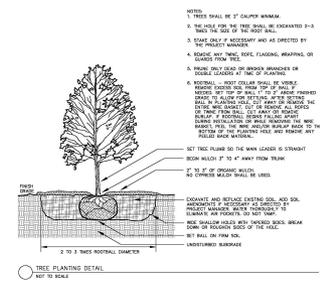
Tree Escrow Planting Plan Fall 2020 City of Fayetteville

Plan Index
 1. Context Map
 2-19 Planting Plans

Cato Springs Trail from Greathouse Park to Kessler Mountain Regional Park



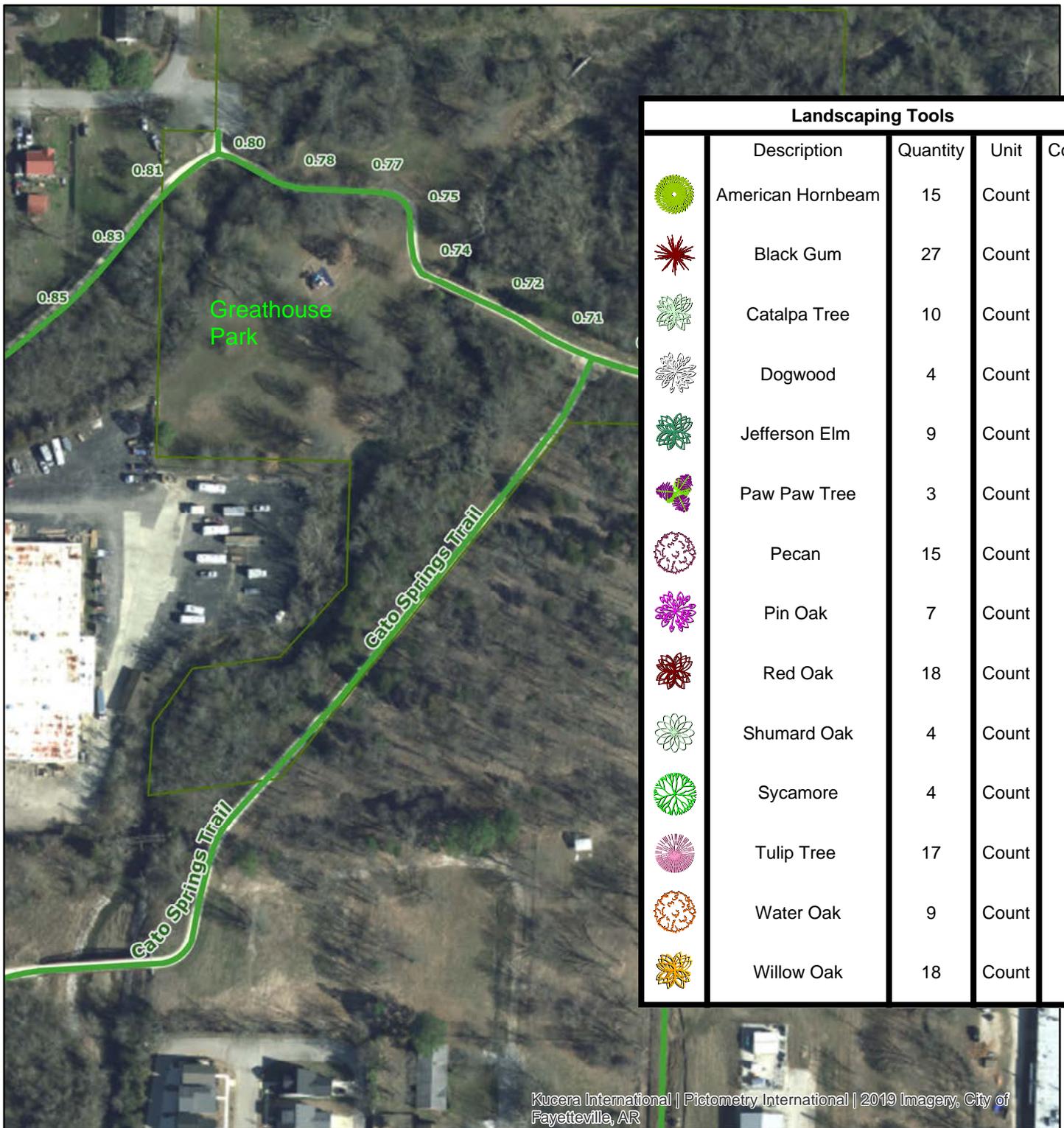
Map data ©2020 Google 2 mi



Parks Planning/Urban Forestry
 John J. Scott 479-444-3470
 jscott@fayetteville-ar.gov



Fayetteville, AR

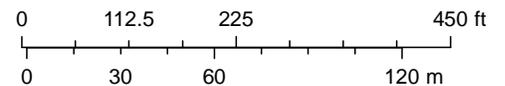


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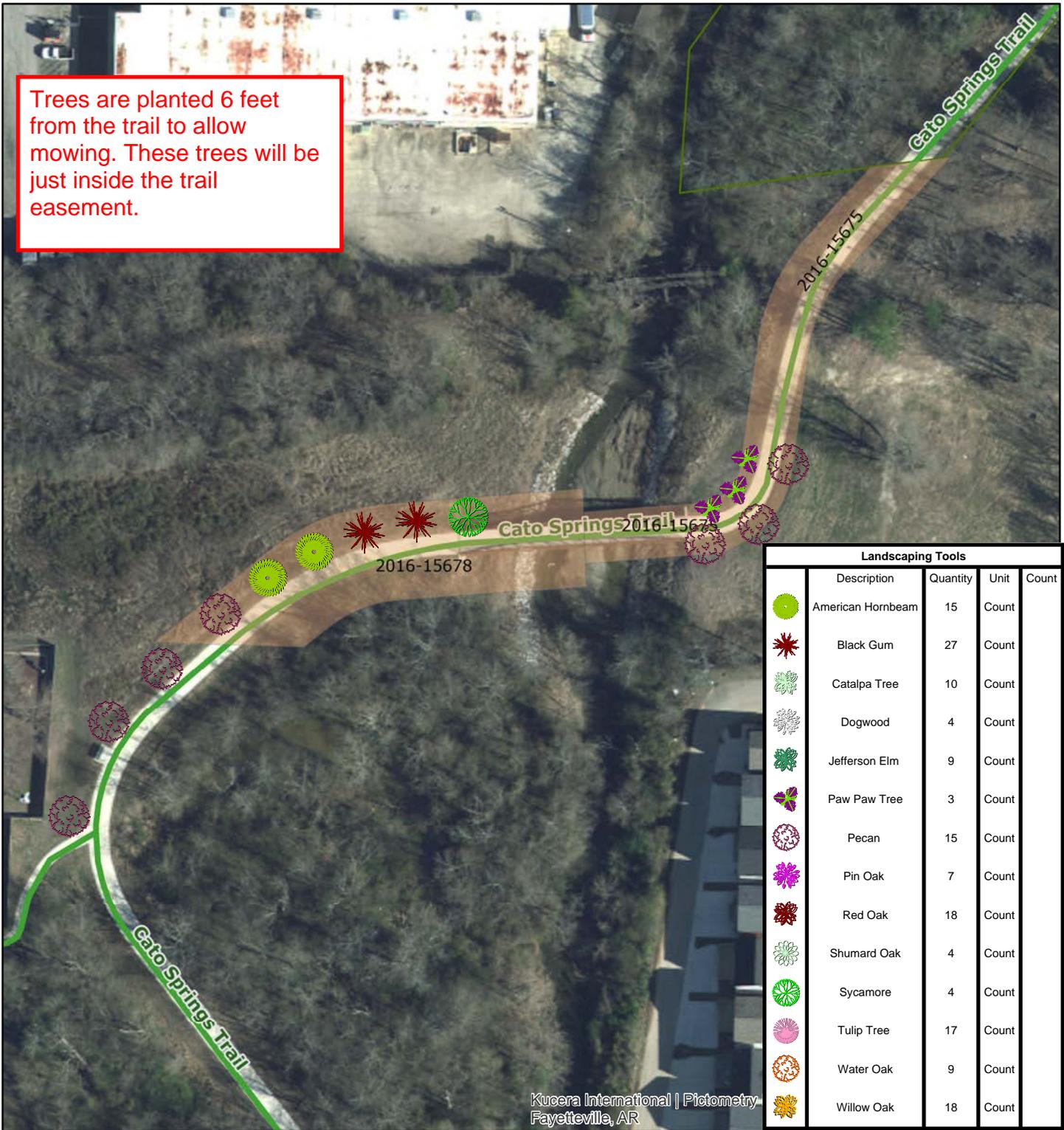
- Mile Marker (Reference)  Razorback Greenway (Open 24/7)
- Mile Marker (Intermediate)  Paved Trail (Open 24/7)
- Photo Point  Connector
- Public WiFi  Regional Network
-  Paved Trail (Open Sunrise to 11pm)



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

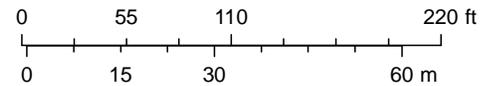
Fayetteville, AR

Trees are planted 6 feet from the trail to allow mowing. These trees will be just inside the trail easement.



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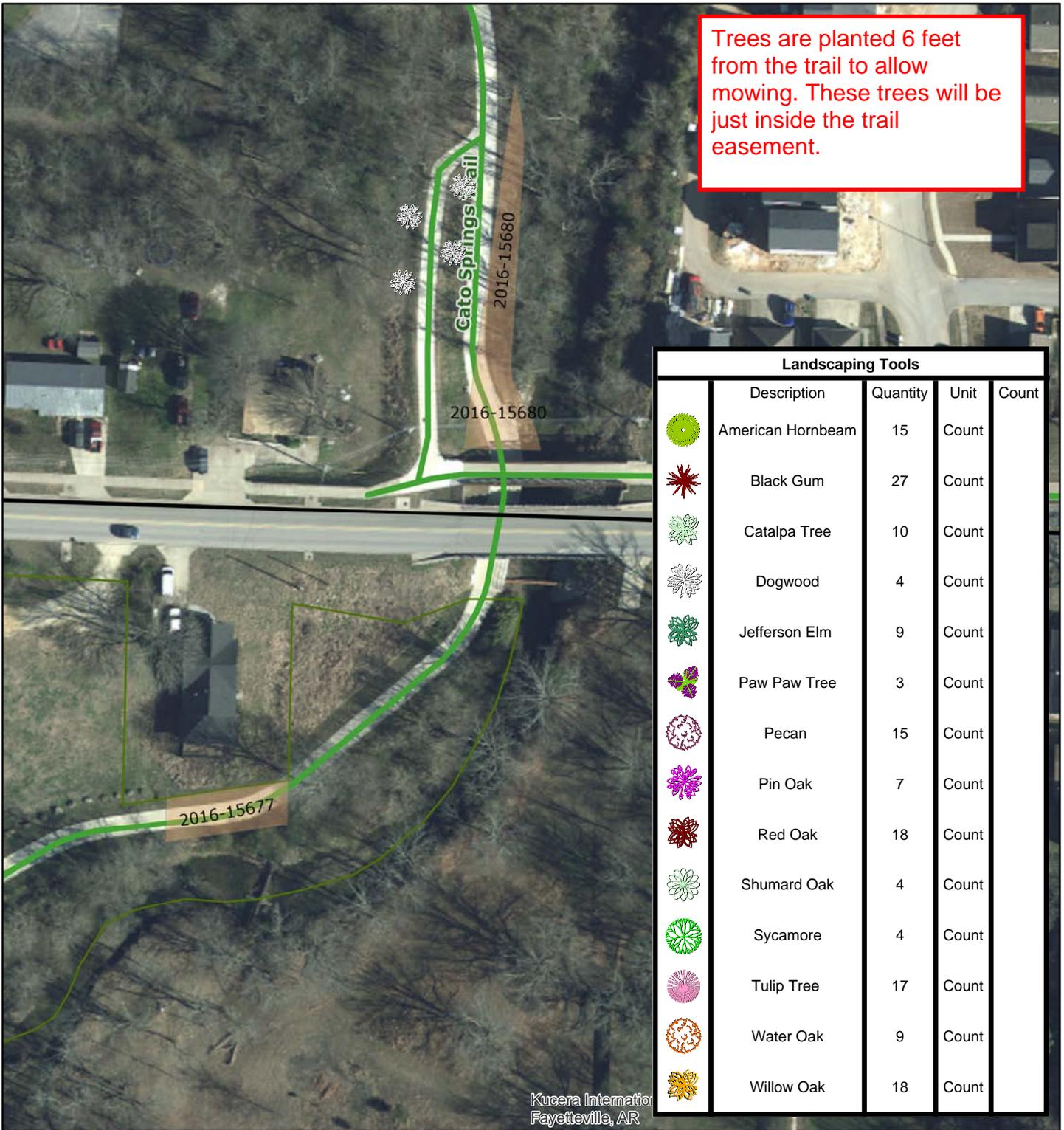
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- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section
- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)

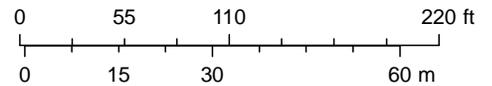
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Fayetteville, AR



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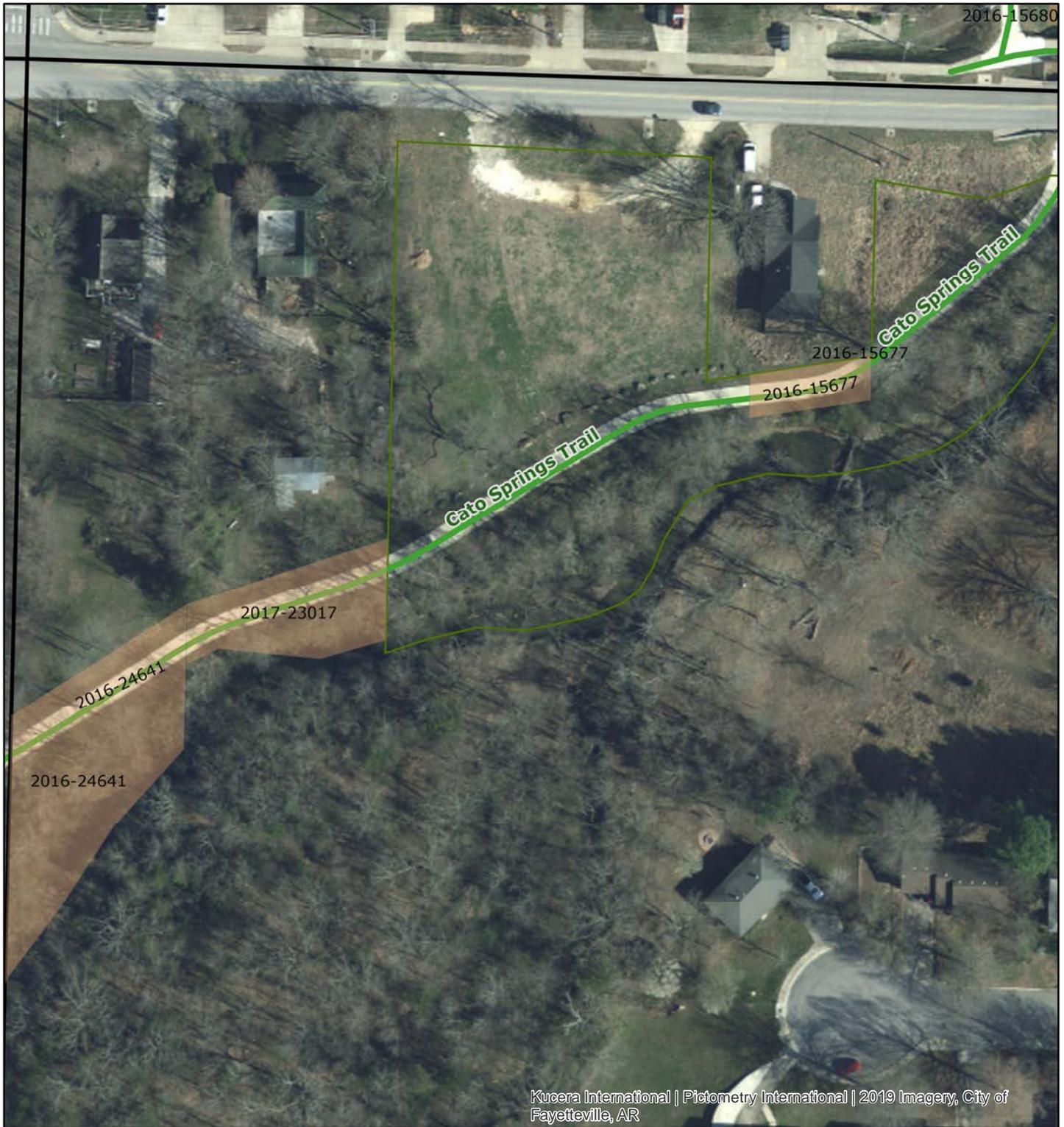
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-  Trail Easement
-  Tree Preservation Area
-  Township
-  Section
- PLSS Line**
-  Section
-  Quarter Section
-  Quarter Quarter Section
-  Mile Marker (Reference)
-  Mile Marker (Intermediate)
-  Photo Point
-  Public WiFi
-  Razorback Greenway (Open 24/7)

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Fayetteville, AR

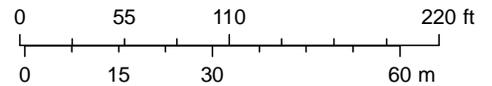


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- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section

- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)



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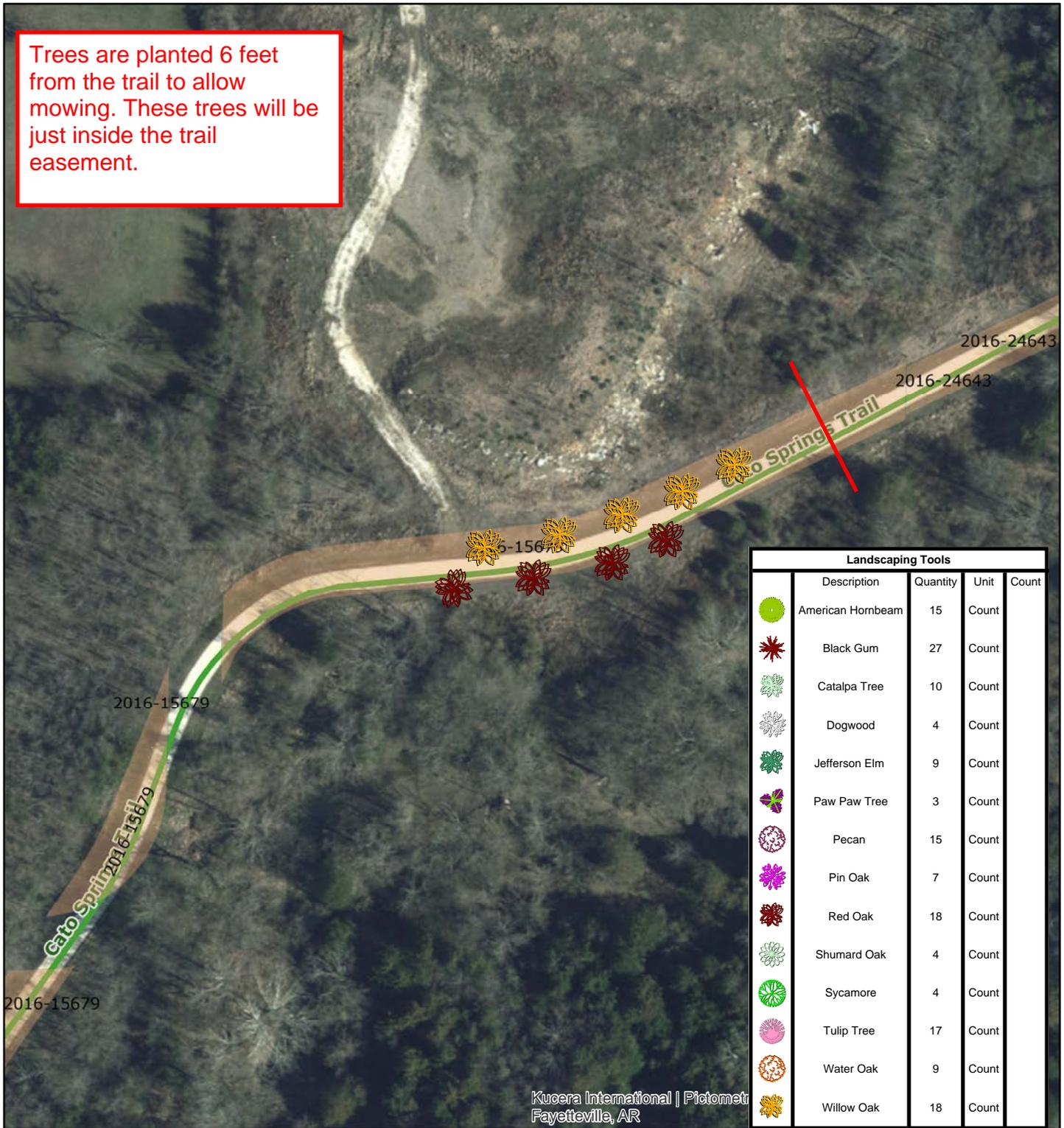
Fayetteville, AR



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Fayetteville, AR

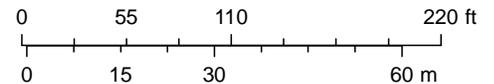
Trees are planted 6 feet from the trail to allow mowing. These trees will be just inside the trail easement.



Landscaping Tools				
	Description	Quantity	Unit	Count
	American Hornbeam	15	Count	
	Black Gum	27	Count	
	Catalpa Tree	10	Count	
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	Pecan	15	Count	
	Pin Oak	7	Count	
	Red Oak	18	Count	
	Shumard Oak	4	Count	
	Sycamore	4	Count	
	Tulip Tree	17	Count	
	Water Oak	9	Count	
	Willow Oak	18	Count	

5/20/2020 9:48:27 AM

1:1,204



- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section
- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)

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Fayetteville, AR



Kucera International | Pictometry International | 2019 Imagery, City of Fayetteville, AR

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1:1,204

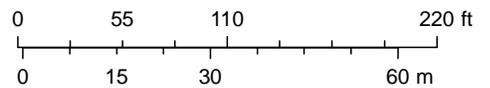
- Trail Easement
- Tree Preservation Area
- Township
- Section

- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
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PLSS Line

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- Quarter Section

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Fayetteville, AR



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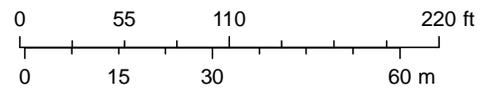
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- Trail Easement
- Tree Preservation Area
- Township
- Section

PLSS Line

- Section
- Quarter Section

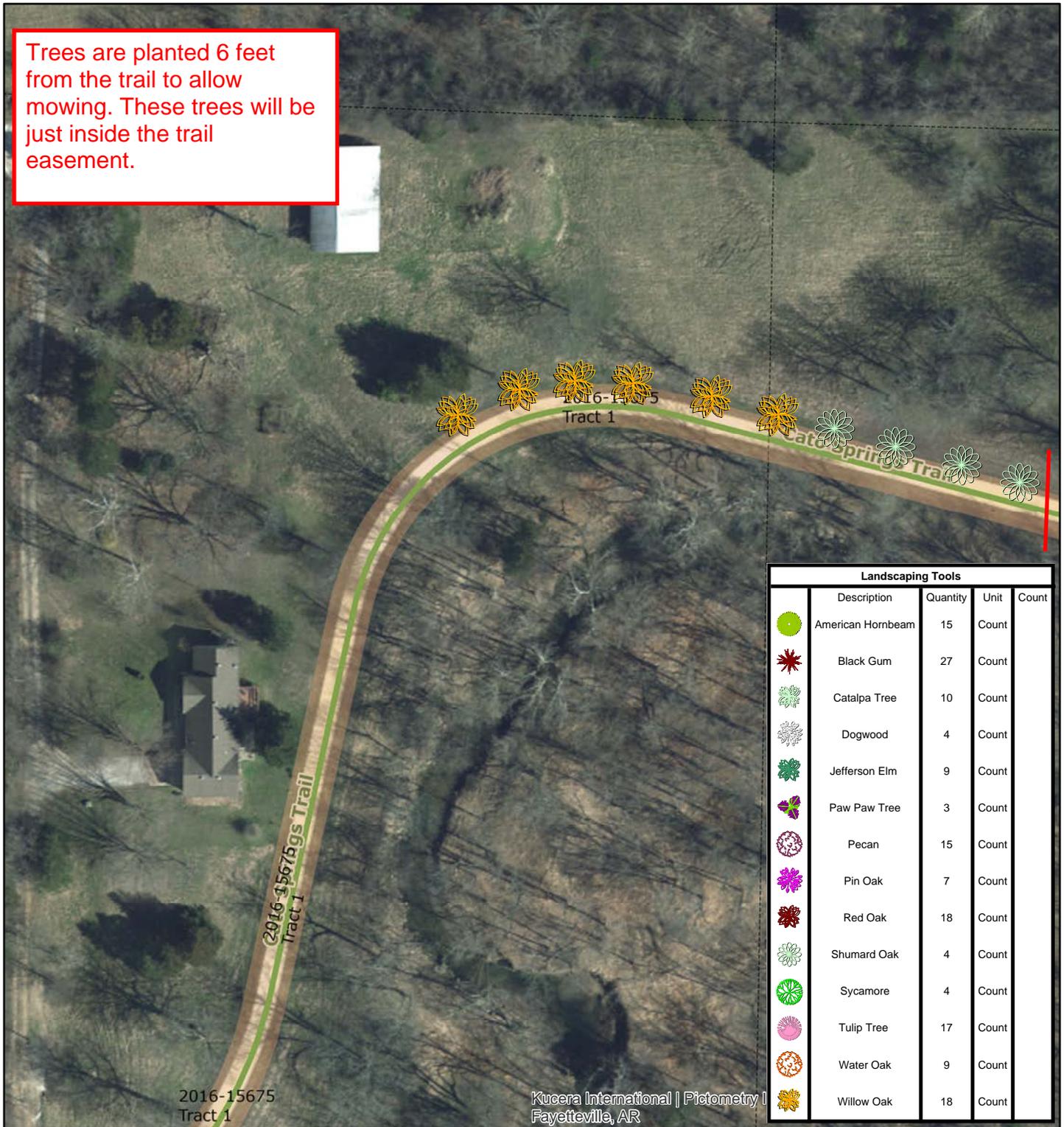
- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)



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Fayetteville, AR

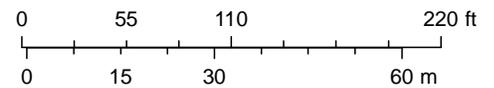
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Landscaping Tools				
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	Pecan	15	Count	
	Pin Oak	7	Count	
	Red Oak	18	Count	
	Shumard Oak	4	Count	
	Sycamore	4	Count	
	Tulip Tree	17	Count	
	Water Oak	9	Count	
	Willow Oak	18	Count	

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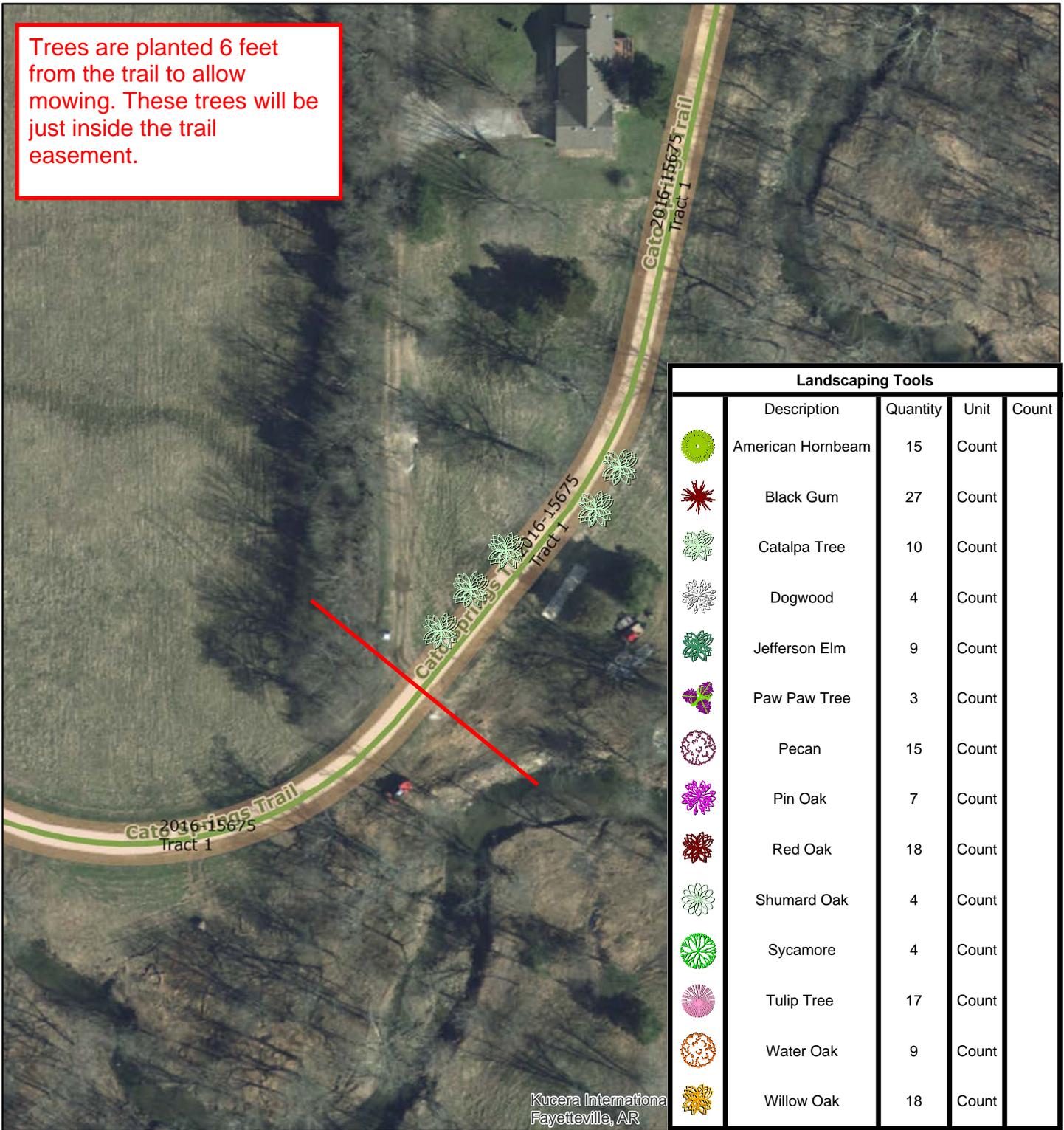


- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section
- Quarter Quarter Section
- Mile Marker (Reference)
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Fayetteville, AR

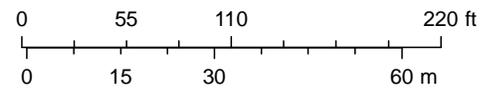
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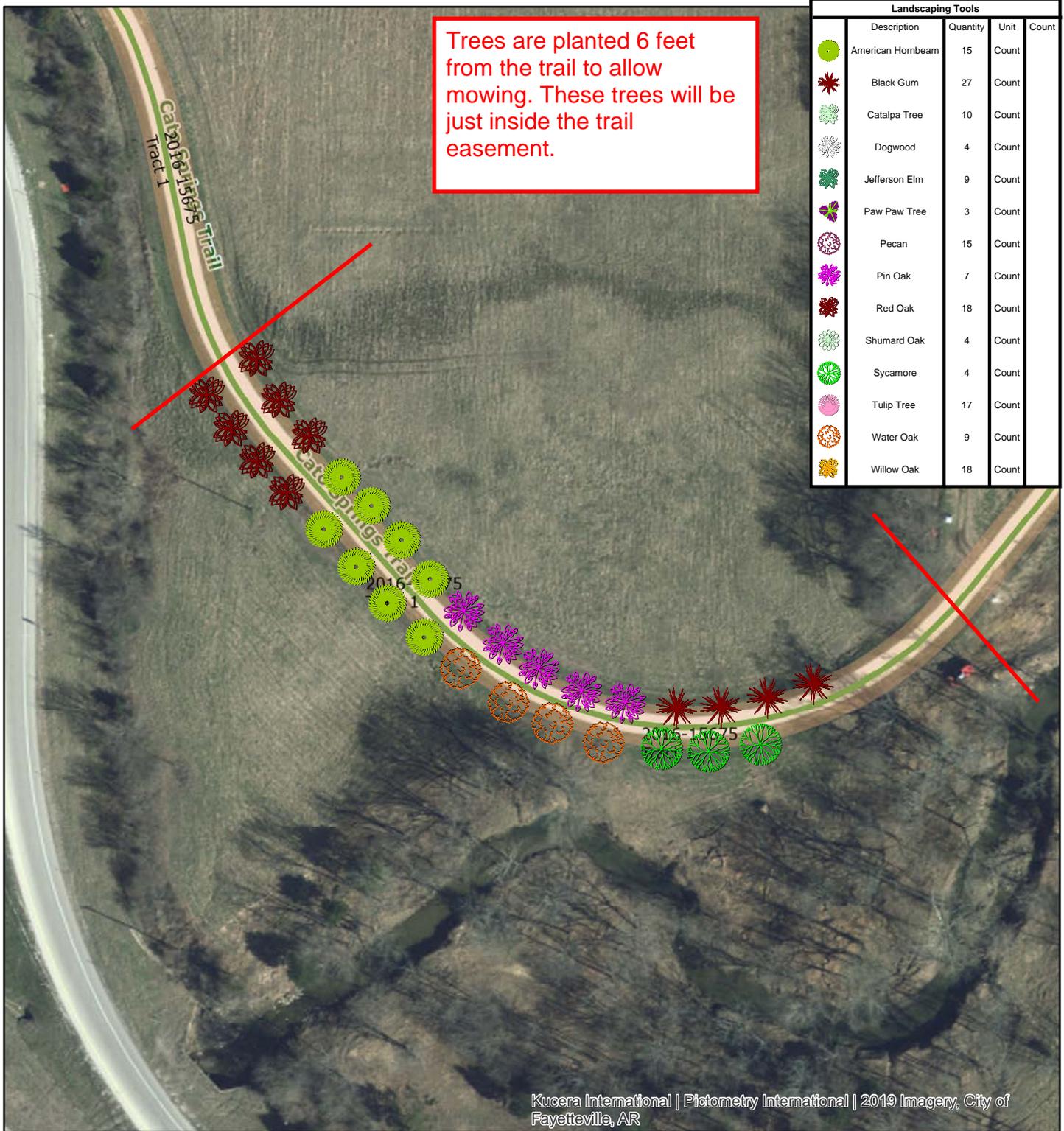
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- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
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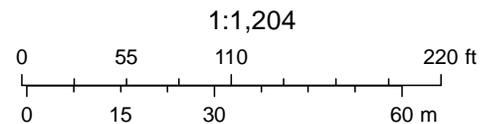
Fayetteville, AR



5/20/2020 9:52:32 AM

- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section

- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)

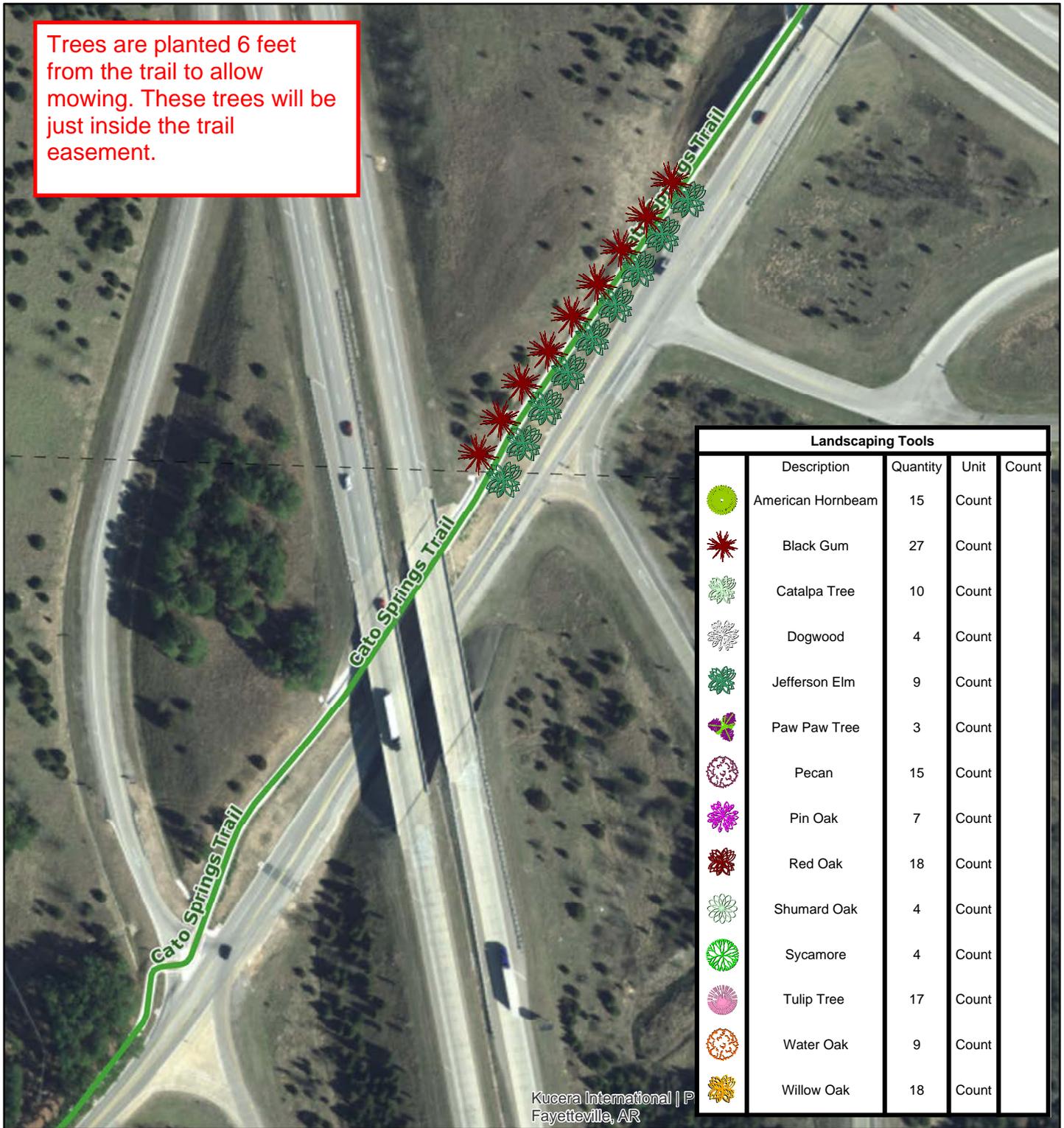


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Fayetteville, AR

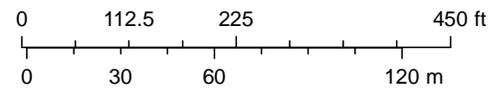
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	Shumard Oak	4	Count	
	Sycamore	4	Count	
	Tulip Tree	17	Count	
	Water Oak	9	Count	
	Willow Oak	18	Count	

5/20/2020 10:01:17 AM

1:2,407



- Trail Easement
- Tree Preservation Area
- Township
- Section
- PLSS Line**
- Section
- Quarter Section
- Quarter Quarter Section
- Mile Marker (Reference)
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Fayetteville, AR



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5/20/2020 10:02:06 AM

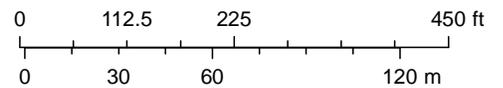
1:2,407

- Trail Easement
- Tree Preservation Area
- Township
- Section

PLSS Line

- Section
- Quarter Section

- Quarter Quarter Section
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)

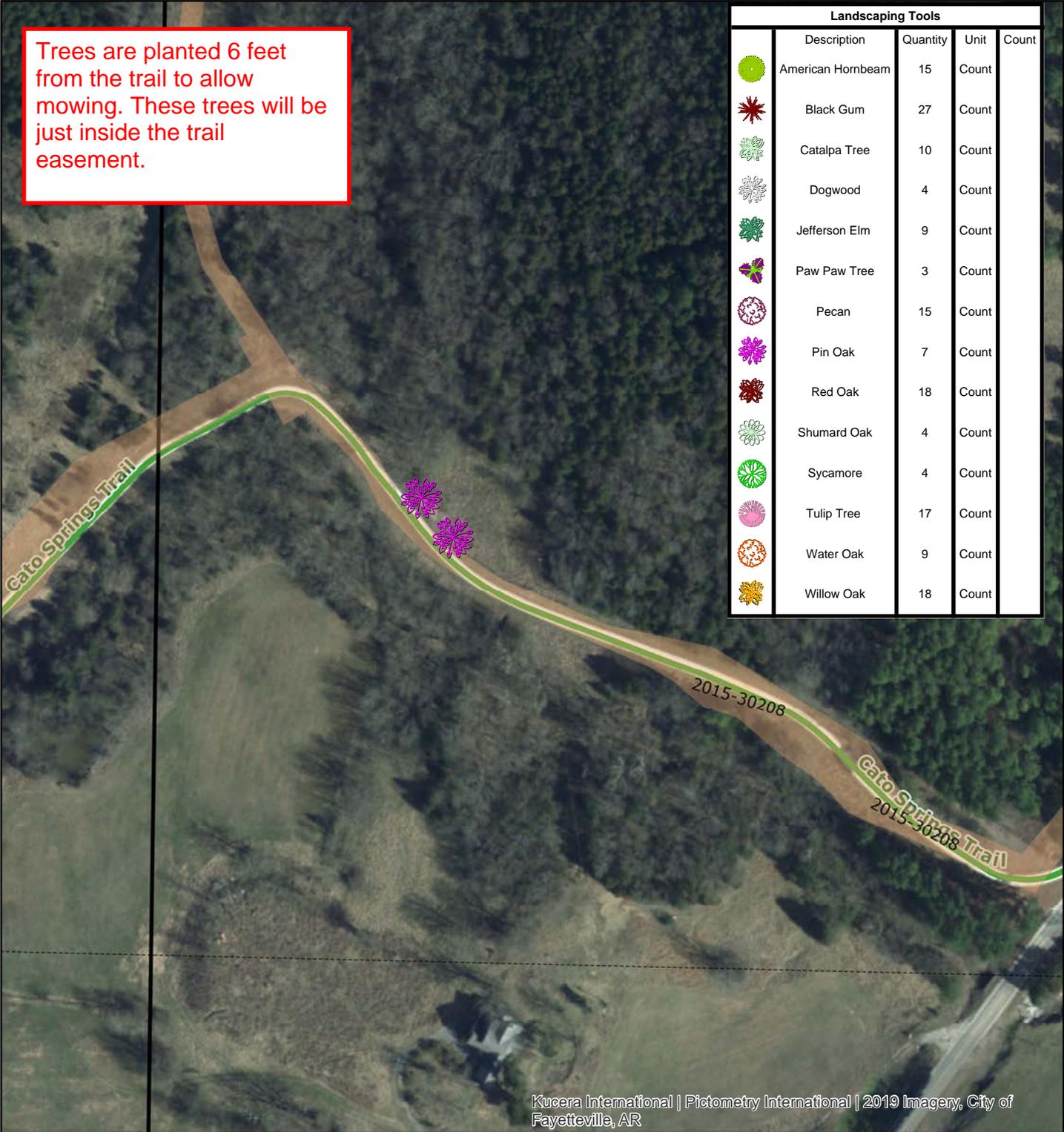


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Fayetteville, AR

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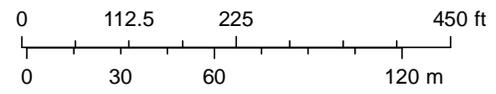
Landscaping Tools				
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	American Hornbeam	15	Count	
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Kucera International | Pictometry International | 2019 Imagery, City of Fayetteville, AR

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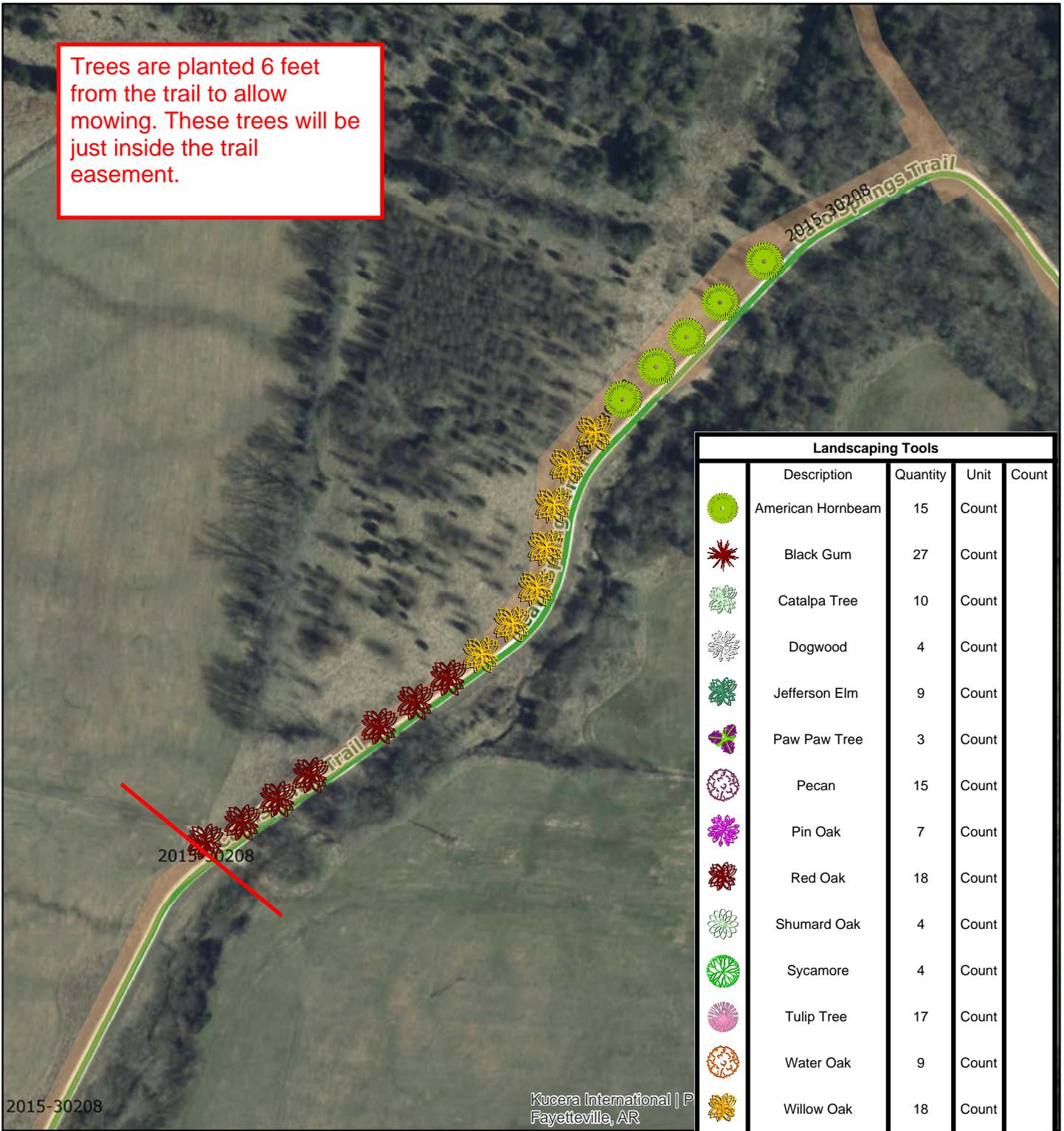


-  Trail Easement
-  Tree Preservation Area
-  Township
-  Section
- PLSS Line**
-  Section
-  Quarter Section
-  Quarter Quarter Section
-  Mile Marker (Reference)
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-  Photo Point
-  Public WiFi
-  Razorback Greenway (Open 24/7)

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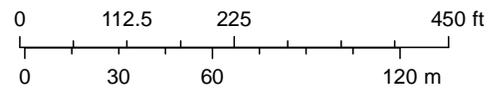
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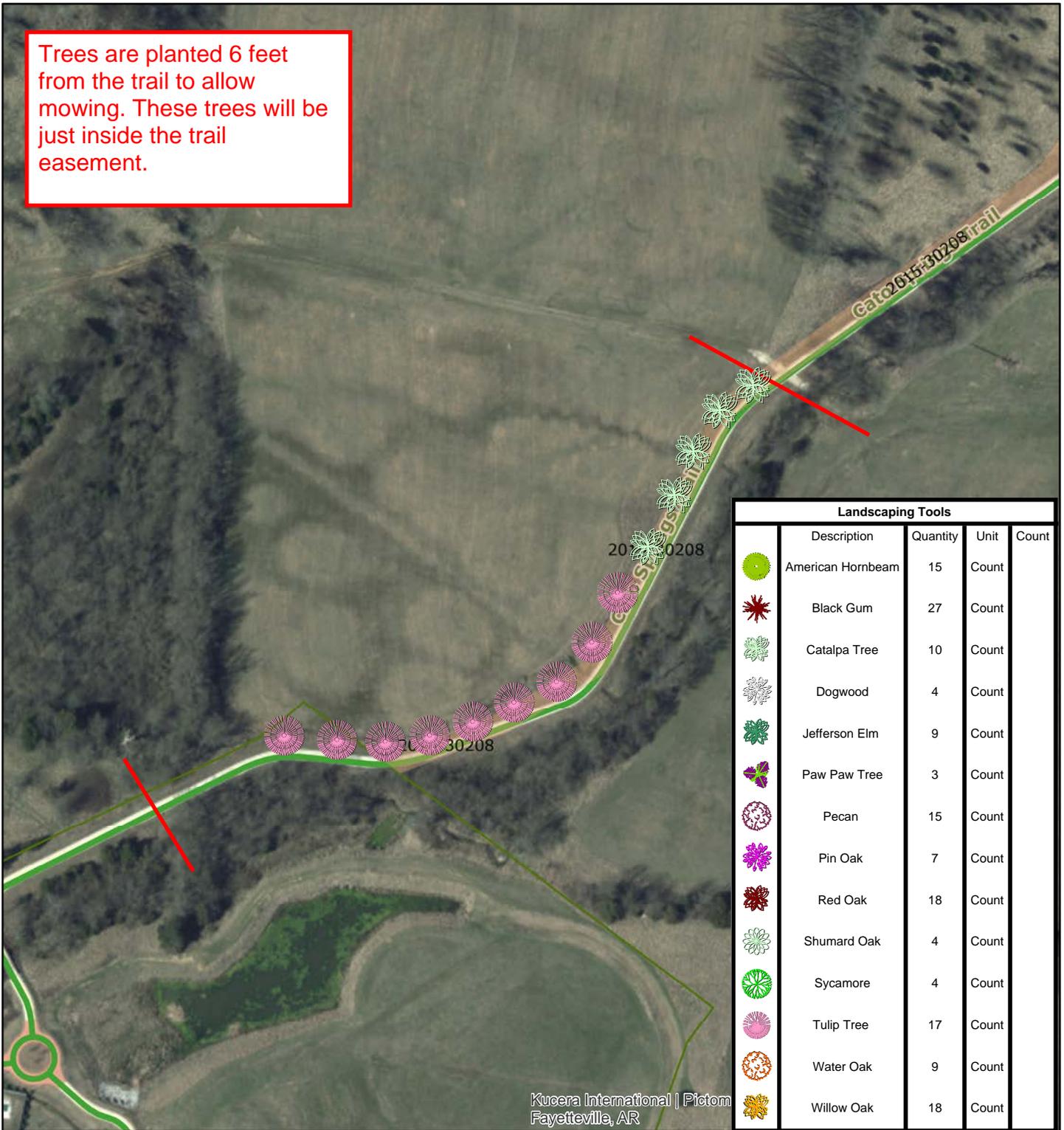
- Trail Easement
- Tree Preservation Area
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)
- Paved Trail (Open 24/7)**
- Connector
- Regional Network
- Paved Trail (Open Sunrise to 11pm)



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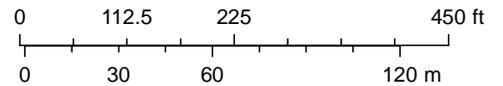
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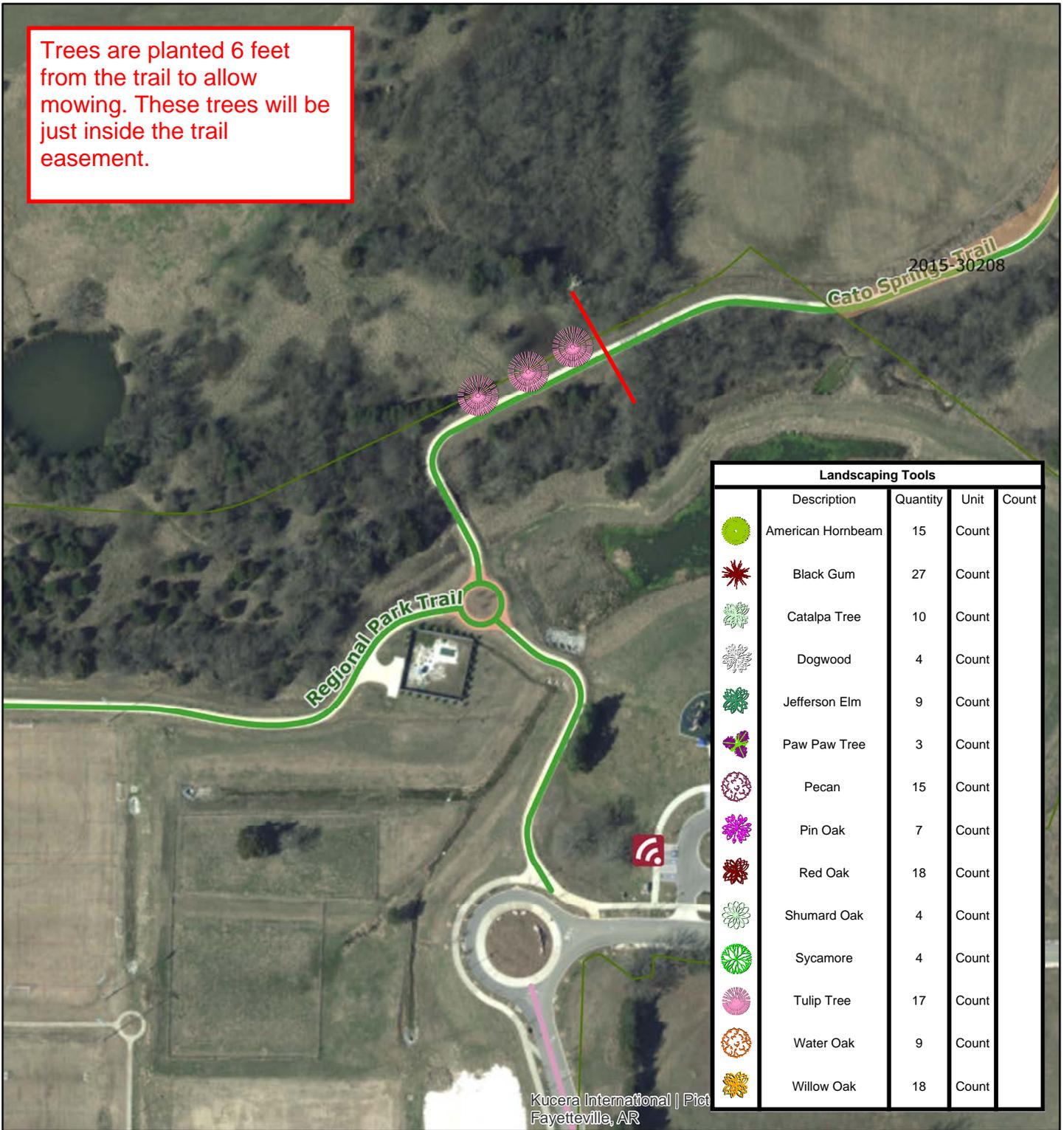
- Trail Easement
- Tree Preservation Area
- Mile Marker (Reference)
- Mile Marker (Intermediate)
- Photo Point
- Public WiFi
- Razorback Greenway (Open 24/7)
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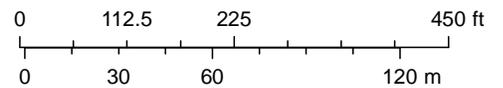
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5/20/2020 10:17:01 AM

1:2,407

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Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Building Exteriors, Inc

ARKANSAS CONTRACTORS LICENSE NUMBER: 0341940421

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

State of Arkansas
Commercial Contractors Licensing Board
(Restricted to Projects less than \$750,000)

BUILDING EXTERIORS, INC.
PO BOX 8666
SPRINGDALE, AR 72766

BUILDING EXTERIORS, INC.

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

- Landscaping with Planting
- Landscaping, Irrigation, Lawn Sprinklers, Streams
- Masonry
- Retaining Walls

Restricted

This license is Restricted, the contractor is limited to projects less than \$750,000, including, but not limited to, labor and material.

from August 14, 2020 until April 30, 2021 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Mark H. A.

CHAIRMAN

Ray [Signature]

SECRETARY

August 14, 2020 - dsa



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For service of process contact the [Secretary of State's office](#).

Corporation Name	BUILDING EXTERIORS, INC.
Fictitious Names	
Filing #	800191041
Filing Type	For Profit Corporation
Filed under Act	Dom Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	1632 S. 56TH ST SPRINGDALE, AR 72762
Reg. Agent	JO L STEENBERGEN
Agent Address	1632 S. 56TH SPRINGDALE, AR 72762
Date Filed	12/30/2010
Officers	MICHAEL STEENBERGEN , Incorporator/Organizer MATT PRZYBYSZ , Tax Preparer JO LYNN STEENBERGEN , President JO LYNN STEENBERGEN , Secretary
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)



Arkansas Secretary of State John Thurston

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

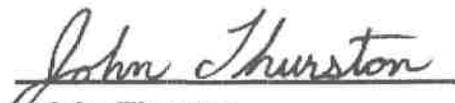
BUILDING EXTERIORS, INC.

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office December 30, 2010.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 2nd day of September 2020.




John Thurston
Secretary of State

Online Certificate Authorization Code: 41fb35166165870
To verify the Authorization Code, visit sos.arkansas.gov

Item	#	Quantity Required	Unit of Measure	Unit Price	Total Cost
Bld 20-73					
Water as needed	#1-1	1	EA	\$12,800.00	\$12,800.00
American Hornbe...	#1-2	15	EA	\$335.00	\$5,025.00
Black Gum - Nyss...	#1-3	27	EA	\$335.00	\$9,045.00
Catalpa- Cataipa...	#1-4	10	EA	\$335.00	\$3,350.00
Dogwood- Comu...	#1-5	4	EA	\$335.00	\$1,340.00
Jefferson Elm - U...	#1-6	9	EA	\$335.00	\$3,015.00
Paw Paw - Asiml...	#1-7	3	EA	\$335.00	\$1,005.00
Pecan- Carya Illin...	#1-8	15	EA	\$475.00	\$7,125.00
Pin Oak - Quercu...	#1-9	7	EA	\$335.00	\$2,345.00
Red Oak - Querc...	#1-10	18	EA	\$335.00	\$6,030.00
Shumard Oak - ...	#1-11	4	EA	\$335.00	\$1,340.00
Sycamore - Plata...	#1-12	4	EA	\$335.00	\$1,340.00
Tulip Tree- Liriod...	#1-13	17	EA	\$335.00	\$5,695.00

AR Contractor's License #
 [REDACTED] Data Type Number

Edit Delete

Item	#	Quantity Required	Unit of Measure	Unit Price	Total Cost
Jefferson Elm - U...	#1-6	9	EA	\$335.00	\$3,015.00
Paw Paw - Asiml...	#1-7	3	EA	\$335.00	\$1,005.00
Pecan- Carya Illin...	#1-8	15	EA	\$475.00	\$7,125.00
Pin Oak - Quercu...	#1-9	7	EA	\$335.00	\$2,345.00
Red Oak - Querc...	#1-10	18	EA	\$335.00	\$6,030.00
Shumard Oak - ...	#1-11	4	EA	\$335.00	\$1,340.00
Sycamore - Plata...	#1-12	4	EA	\$335.00	\$1,340.00
Tulip Tree- Liriod...	#1-13	17	EA	\$335.00	\$5,695.00
Water Oak - Que...	#1-14	9	EA	\$335.00	\$3,015.00
Willow Oak - Qu...	#1-15	18	EA	\$335.00	\$6,030.00
Tree Staking as n...	#1-16	10	EA	\$35.00	\$350.00
Mobilization (Not...	#1-17	1	Lump Sum	\$0.00	\$0.00
Bonding and Insu...	#1-18	1	Lump Sum	\$1,808.00	\$1,808.00

BID TABULATION



BID 20-73, CONSTRUCTION - FALL TREE PLANTING

Line Item #	Item Description	Quantity Required	Unit of Measure	Total Cost		Blue Ribbon Grounds Services		Building Exteriors		Second Nature Landscapes	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
					\$83,638.46		\$70,658.00		\$73,131.00		
Bid 20-73 (18)											
#1-1	Water as needed to ensure establishment through 1 Year Guarantee after Acceptance	1	EA	\$4,826.15	\$4,826.15	\$12,800.00	\$12,800.00	\$1,500.00	\$1,500.00		\$1,500.00
#1-2	American Hornbeam- <i>Carpinus caroliniana</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	15	EA	\$425.77	\$6,386.55	\$335	\$5,025.00	\$425	\$425		\$6,375.00
#1-3	Black Gum - <i>Nyssa sylvatica</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	27	EA	\$454.87	\$12,281.49	\$335	\$9,045.00	\$425	\$425		\$11,475.00
#1-4	Catalpa- <i>Catalpa speciosa</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	10	EA	\$387.91	\$3,879.10	\$335	\$3,350.00	\$425	\$425		\$4,250.00
#1-5	Dogwood- <i>Cornus florida</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. One and half-inch caliper trees are required.)	4	EA	\$416.08	\$1,664.32	\$335	\$1,340.00	\$425	\$425		\$1,700.00
#1-6	Jefferson Elm – <i>Ulmus americana</i> 'Jefferson' (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	9	EA	\$442.06	\$3,978.54	\$335	\$3,015.00	\$425	\$425		\$3,825.00
#1-7	Paw Paw – <i>Asimina triloba</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. One and half-inch caliper trees are required.)	3	EA	\$421.64	\$1,264.92	\$335	\$1,005.00	\$425	\$425		\$1,275.00
#1-8	Pecan- <i>Carya illinoensis</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	15	EA	\$599.40	\$8,991.00	\$475	\$7,125.00	\$425	\$425		\$6,375.00
#1-9	Pin Oak – <i>Quercus palustris</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	7	EA	\$435.47	\$3,048.29	\$335	\$2,345.00	\$425	\$425		\$2,975.00
#1-10	Red Oak – <i>Quercus rubra</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. One and half-inch caliper trees are required.)	18	EA	\$454.87	\$8,187.66	\$335	\$6,030.00	\$425	\$425		\$7,650.00
#1-11	Shumard Oak – <i>Quercus shumardii</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	4	EA	\$435.47	\$1,741.88	\$335	\$1,340.00	\$425	\$425		\$1,700.00
#1-12	Sycamore – <i>Platanus occidentalis</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	4	EA	\$348.21	\$1,392.84	\$335	\$1,340.00	\$425	\$425		\$1,700.00
#1-13	Tulip Tree- <i>Liriodendron tulipifera</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	17	EA	\$425.77	\$7,238.09	\$335	\$5,695.00	\$425	\$425		\$7,225.00
#1-14	Water Oak – <i>Quercus nigra</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	9	EA	\$387.09	\$3,483.81	\$335	\$3,015.00	\$425	\$425		\$3,825.00
#1-15	Willow Oak – <i>Quercus phellos</i> (Price includes tree acquisition, installation, and all other material needed to install according to specifications. Two-inch caliper trees are required.)	18	EA	\$396.69	\$7,140.42	\$335	\$6,030.00	\$425	\$425		\$7,650.00
#1-16	Tree Staking as needed with notification to project manager	10	EA	\$30.31	\$303.10	\$35	\$350	\$15	\$15		\$150
#1-17	Mobilization (Not to exceed 5%)	1	Lump Sum	\$3,915.15	\$3,915.15	\$0	\$0	\$1,740.00	\$1,740.00		\$1,740.00
#1-18	Bonding and Insurance	1	Lump Sum	\$3,915.15	\$3,915.15	\$1,808.00	\$1,808.00	\$1,741.00	\$1,741.00		\$1,741.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

Bid 20-73, Construction - Fall Tree Planting

Project Overview

Project Details	
Reference ID	Bid 20-73
Project Name	Bid 20-73, Construction - Fall Tree Planting
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Project Description	Bid 20-73, Construction - Fall Tree Planting
Open Date	Aug 09, 2020 12:00 AM CDT
Close Date	Sep 02, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
Building Exteriors	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Bid 20-73, Bid Form (BT-15EP)	Sep 02, 2020 2:00 PM CDT	Adonis Bwashi
AR Contractor's License #	Sep 02, 2020 2:00 PM CDT	Adonis Bwashi
AR Secretary of State Filing #	Sep 02, 2020 2:00 PM CDT	Adonis Bwashi

<p>Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.</p>	<p>Sep 02, 2020 2:00 PM CDT</p>	<p>Adonis Bwashi</p>
<p>Bid Bond or Cashier Check copy</p>	<p>Sep 02, 2020 2:00 PM CDT</p>	<p>Adonis Bwashi</p>
<p>Required City Forms - Signature Form</p>	<p>Sep 02, 2020 2:00 PM CDT</p>	<p>Adonis Bwashi</p>

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
<p>Adonis Bwashi</p>	<p>Sep 02, 2020 2:01 PM CDT</p>	<p>No</p>

Public Notices

Project Details Have Changed

Adonis Bwashi, Sep 02, 2020 9:38 AM CDT

- Project Requested Information changed

Public bid opening - Livestream

Adonis Bwashi, Sep 02, 2020 1:30 PM CDT

A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>.



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Building Exteriors	Sep 02, 2020 11:34 AM CDT	jo steenbergen	jsteenbergen@msn.com	OTc1NjM=
Second Nature Landscapes	Sep 02, 2020 1:09 PM CDT	jeff schlup	jeff@secondnaturewa.com	OTc1ODM=
Blue Ribbon Grounds Services	Sep 02, 2020 1:50 PM CDT	Nathan Lopez	nlopez@br.industries	OTc1OTk=



Project Criteria

Criteria	Points	Description
Total Base Bid	100 pts	Total Base Bid
Within Certified Amount	Pass/Fail	Within Certified Amount
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Total Base Bid	Within Certified Amount
Supplier	/ 100 pts	/ 100 pts	Pass/Fail
Building Exteriors	100 pts	100 pts (\$70,658.00)	Pass
Second Nature Landscapes	96.62 pts	96.62 pts (\$73,131.00)	Pass
Blue Ribbon Grounds Services	84.48 pts	84.48 pts (\$83,638.46)	Pass

Signatures

Name	Signatures
Andrea Foren (Project Owner)	
Adonis Bwashi (Evaluator)	



CERTIFICATE OF LIABILITY INSURANCE

BUIEX-1

OP ID: DP

DATE (MM/DD/YYYY)

09/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker Bros. Insurance, Inc. P.O. Box 7570 Springdale, AR 72766-7570 Gene Bennett	CONTACT NAME: Gene Bennett PHONE (A/C, No, Ext): 479-306-4677 FAX (A/C, No): 479-306-5110 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Building Exteriors, Inc. Jo Lynn Steenbergen P.O. Box 8666 Springdale, AR 72766	INSURER A: Cincinnati Insurance Co. NAIC # 10677	
	INSURER B: Accident Fund Insurance Co. 10166	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EPP 0428382	02/09/2020	02/09/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			EBA 0428382	02/09/2020	02/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EPP 0428382	02/09/2020	02/09/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 6206008	03/09/2020	03/09/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			EPP 0428382	02/09/2020	02/09/2021	Limit 100,000 Deductibl 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Bid 20-73, Fall Tree Planting

CERTIFICATE HOLDER**CANCELLATION**

CITYFA1 City of Fayetteville 113 W. Mountain St. Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Building Exteriors, Inc

ARKANSAS CONTRACTORS LICENSE NUMBER: 0341940421

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

State of Arkansas
Commercial Contractors Licensing Board
(Restricted to Projects less than \$750,000)

BUILDING EXTERIORS, INC.
PO BOX 8666
SPRINGDALE, AR 72766

BUILDING EXTERIORS, INC.

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

- Landscaping with Planting
- Landscaping, Irrigation, Lawn Sprinklers, Streams
- Masonry
- Retaining Walls

Restricted

This license is Restricted, the contractor is limited to projects less than \$750,000, including, but not limited to, labor and material.

from August 14, 2020 until April 30, 2021 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Mark H. A.

CHAIRMAN

Ray [Signature]

SECRETARY

August 14, 2020 - dsa



Search Incorporations, Cooperatives, Banks and Insurance Companies

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LLC Member information is now confidential per Act 865 of 2007

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For service of process contact the [Secretary of State's office](#).

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Reg. Agent	JO L STEENBERGEN
Agent Address	1632 S. 56TH SPRINGDALE, AR 72762
Date Filed	12/30/2010
Officers	MICHAEL STEENBERGEN , Incorporator/Organizer MATT PRZYBYSZ , Tax Preparer JO LYNN STEENBERGEN , President JO LYNN STEENBERGEN , Secretary
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)



Arkansas Secretary of State John Thurston

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

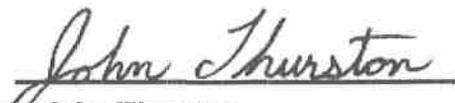
BUILDING EXTERIORS, INC.

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John Thurston
Secretary of State

Online Certificate Authorization Code: 41fb35166165870
To verify the Authorization Code, visit sos.arkansas.gov

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Jefferson Elm - U...	#1-6	9	EA	\$335.00	\$3,015.00
Paw Paw - Asiml...	#1-7	3	EA	\$335.00	\$1,005.00
Pecan- Carya Illin...	#1-8	15	EA	\$475.00	\$7,125.00
Pin Oak - Quercu...	#1-9	7	EA	\$335.00	\$2,345.00
Red Oak - Querc...	#1-10	18	EA	\$335.00	\$6,030.00
Shumard Oak - ...	#1-11	4	EA	\$335.00	\$1,340.00
Sycamore - Plata...	#1-12	4	EA	\$335.00	\$1,340.00
Tulip Tree- Liriod	#1-13	17	EA	\$335.00	\$5,695.00

AR Contractor's License #
 [REDACTED] Data Type Number

Edit Delete

Item	#	Quantity Required	Unit of Measure	Unit Price	Total Cost
Jefferson Elm - U...	#1-6	9	EA	\$335.00	\$3,015.00
Paw Paw - Asiml...	#1-7	3	EA	\$335.00	\$1,005.00
Pecan- Carya Illin...	#1-8	15	EA	\$475.00	\$7,125.00
Pin Oak - Quercu...	#1-9	7	EA	\$335.00	\$2,345.00
Red Oak - Querc...	#1-10	18	EA	\$335.00	\$6,030.00
Shumard Oak - ...	#1-11	4	EA	\$335.00	\$1,340.00
Sycamore - Plata...	#1-12	4	EA	\$335.00	\$1,340.00
Tulip Tree- Liriod	#1-13	17	EA	\$335.00	\$5,695.00
Water Oak - Que...	#1-14	9	EA	\$335.00	\$3,015.00
Willow Oak - Qu...	#1-15	18	EA	\$335.00	\$6,030.00
Tree Staking as n...	#1-16	10	EA	\$35.00	\$350.00
Mobilization (Not ...)	#1-17	1	Lump Sum	\$0.00	\$0.00
Bonding and Insu...	#1-18	1	Lump Sum	\$1,808.00	\$1,808.00

b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Building Exteriors, Inc

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 2156 E Emma

*CITY: Springdale *STATE: AR *ZIP: 72764

*PHONE: 479-717-6462 FAX: 479-717-6463

*E-MAIL: jsteenbergen@msn.com

*BY: (PRINTED NAME) Jo L Steenbergen

*AUTHORIZED SIGNATURE: 

*TITLE: Owner

DUNS NUMBER: 07-576-3869 CAGE NUMBER: _____

*TAX ID NUMBER: 27-4427282

Acknowledge Addendums:

Addendum No. Dated: _____ Acknowledged by: _____

Item Number	Item	Quantity	Unit of Measure	Unit Price
Bid 20-73 (18)				
#1-1	Water as needed to	1	EA	12800
#1-2	American Hornbeam	15	EA	335
#1-3	Black Gum -Nyssa sy	27	EA	335
#1-4	Catalpa- Catalpa spe	10	EA	335
#1-5	Dogwood- Cornus flc	4	EA	335
#1-6	Jefferson Elm – Ulm	9	EA	335
#1-7	Paw Paw – Asimina t	3	EA	335
#1-8	Pecan- Carya illinoi	15	EA	475
#1-9	Pin Oak – Quercus pi	7	EA	335
#1-10	Red Oak – Quercus r	18	EA	335
#1-11	Shumard Oak – Quer	4	EA	335
#1-12	Sycamore – Platanus	4	EA	335
#1-13	Tulip Tree- Liriodend	17	EA	335
#1-14	Water Oak – Quercu	9	EA	335
#1-15	Willow Oak – Quercu	18	EA	335
#1-16	Tree Staking as need	10	EA	35
#1-17	Mobilization (Not to	1	Lump Sum	0
#1-18	Bonding and Insuran	1	Lump Sum	1808

Back to Project

Bid 20-73, Construction - Fall Tree Planting - Proposal Data

Show/Hide



Search

Supplier	AR Contractor's License #	AR Secretary of State Filing #	Pursuant Arkansas Code Annotated §25-1-503, the Contractor currently boycotts Israel and will not boycott Israel during while in contract, with any public entity as defined in §2 contractor decides to boycott Israel, the contractor must
Blue Ribbon Grounds Services Scorecard Open...	0386660521	811164152	Yes
Building Exteriors Scorecard Open...	0341940421	800191041	Yes
Second Nature Landscapes Scorecard Open...	0133430520	100181491	Yes





**Simmons
Bank**

NOTICE TO PURCHASER: IN THE EVENT THIS CHECK IS
LOST, MISPLACED OR STOLEN, A SWORN STATEMENT
AND 90 DAY WAITING PERIOD WILL BE REQUIRED PRIOR
TO REPLACEMENT. THIS CHECK SHOULD BE NEGOTIATED
WITHIN 90 DAYS.

Cashier's Check

Date: 9/02/20 **202154585**

Branch: 5002

REMITTER BUILDING EXTERIORS

**PAY
TO THE
ORDER OF**

EXACTLY **4,000 AND 00/100 DOLLARS

CITY OF FAYETTEVILLE

$\frac{43}{829}$
\$4,000.00

VOID AFTER 90 DAYS

Robert A. Fehlman

⑈ 20 2154585⑈ ⑆ 08 290043 2⑆ 1 25550 24⑈