



REQUEST FOR PROPOSALS

The City of Bryant, Arkansas invites qualified professional contractors that are licensed, bonded and insured in the State of Arkansas to submit proposals to conduct Maintenance of Detention/Retention Basin Facilities within Bryant Corporate City Limits.

A. INTRODUCTION

Proposals may be submitted to the City of Bryant no later than **12 noon** on [REDACTED], 2025. All proposals should conform to the format described in this Request for Proposals and should be submitted to the attention of:

Tim Fournier
Director of Public Works
City of Bryant
210 SW Third Street
Bryant, Arkansas 72022

All submittals should include three (3) complete hard copies and one (1) electronic copy of the proposal in a sealed envelope marked "DETENTION/RETENTION BASIN FACILITIES RFP"

Proposals will be opened and evaluated in private. From the proposals submitted, the City will select contractors for further consideration. Additional information may be requested from these contractors, and the City may schedule interviews prior to making a final selection. The City reserves the right to reject any or all responses and waive any irregularities or formalities in responses received. The City reserves the right to negotiate with the apparent acceptable firm(s).

B. PRESENTATION OF QUALIFICATIONS AND AWARD CONTRACT

The City reserves the right to select a short list of consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

Based on submissions, the City's executive staff will select one (1) firm based on qualifications. The proposal should adhere to the submitted proposal and should not exceed 45 minutes.. The City of Bryant City will review the proposal and take into consideration qualifications.

The contract will be awarded to that contractor, if their proposal conforms with the Request for Proposals and which will be most advantageous to the City, taking relative experience working on similar projects and other factors into consideration.

C. ADDENDA AND EXPLANATIONS

Any consultant in doubt as to the meaning of any part of this Request for Proposal may request an interpretation from the City. All such requests, or other inquiries regarding this RFQ, should be made to Tim Fournier, Public Works Director at 501-366-7614 or tfournier@cityofbryant.com or Street/Stormwater Superintendent Troy Ellis at 501-804-0857 or tellis@cityofbryant.com

At the request of the consultant or in the event that the City deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the City. In the event a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested proposal specification initiated by the City, a copy of such addendum will be mailed to all prospective consultants. In all cases, it will be the consultants' responsibility to obtain all addenda issued.

D. USE OF SUBCONTRACTORS AND/OR SUBCONSULTANTS

In order that the City may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each consultant shall submit with their qualifications a list of subcontractors and/or sub consultants who would be called upon to perform the work. The consultant must determine to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the City of Bryant may be assigned or any part subcontracted without written consent. In no case shall such consent relieve the consultant from his/her obligations or change the terms of the contract.

E. COMPETENCY OF CONSULTANT

No proposal will be accepted from, or contract awarded to any person, contractor or corporation that is in arrears or is in default upon any debt or contract. The contractor, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the Scope of Services.

F. CITY ORDINANCES

The contractor will strictly comply with all applicable ordinances of the City of Bryant, laws of the State of Arkansas, and laws of the federal government.

G. HOLD HARMLESS

The contractor is responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his/her work. Further, the consultant will indemnify and save harmless the City, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting there from. These indemnities are not limited by the listing of any insurance coverage.

H. TERMINATION OF CONTRACT

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of Bryant.

The City further reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the

City will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable

evidence is submitted that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the consultant.

I. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 and revisions thereof, and all other applicable Federal, State, or local statutes, rules, or regulations affecting the work done under the contract.

J. SURVIVAL

The provisions of this Request for Qualifications shall survive and shall not merge with the contract awarded to the contractor selected, but shall be additional terms thereof and the submission of a proposal shall be deemed as acceptance of these terms.

K. MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The City of Bryant in an effort to reaffirm its policy of nondiscrimination, encourages the efforts of consultants and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job, or protected veterans' status.

L. SCOPE OF SERVICES

The successful firms(s) will be responsible for all or part of the tasks listed below. The City reserves the right to modify this Scope of Services and to request proposal modifications any time during the firm evaluation process.

1. Background, Objectives and Task:

- Provide bi-monthly maintenance to detention/retention basin facilities through mowing seasons which runs from April to September yearly.
- Provide maintenance to detention/retention basin facilities to ensure facilities remain to the scale of original design approved by the City of Bryant.
- Maintenance required will include but not limited to moving, trimming, edging, weedeating, pruning, vegetation removal, vegetation disposal, landscaping, sod stabilization, seed stabilization, hydro seed stabilization, tree removal, tree disposal, stump grinding, grading, dredging of sediment, sediment removal, swale maintenance, reshaping facilities, fence removal, fence installation, concrete finishing, erosion control installation and maintenance. Excavators, bushhogs, zero turn mowers, dumptrucks, skidsteers and long reach excavators may be required for some maintenance needs.
- Demolition of basin components such as headwalls, trickle channels, weirs, storm drain inlets and spill ways.
- Concrete installation and finishing of components such as headwalls, trickle channels, weirs, storm drain inlets and spill ways.
- Shoot and read grade, comprehend contours.
- Removal and installation of HDPE and RCP drainage pipe.
- Call in 811 utility locates and possess comfortability working around high priority utilities such as water mains, water services, gas mains, gas services, sewer force mains, sewer gravity mains, sewer services, electrical lines and communication lines.
- Obtain, maintain, comply, comprehend and adhere to ADEQ Short Term Activity Authorization, development permits, clearing permits, Army Corp of Engineering Permits, Army Corp of Engineering 404 Permits and Arkansas Game and Fish Commissions permits. (All permits will be submitted in the name of the contractor.)
- Publish, obtain and provide easements where applicable.
- Provide cost estimates for proposed maintenance as requested.

- Regular contact with citizens and city employees.

2. Data Collection and Analysis:

- Obtain city approved plans from the City of Bryant Public Works Department, City of Bryant Planning and Community Development Department and the Saline County Assessors and Land Records Office.
- Review & comprehend civil engineering plans, grading plans, subdivision and easements
- Obtain all necessary easements required to perform objectives and tasks.

3. Stakeholder Engagement:

- Engage stakeholders, including utility staff, elected officials, community members, and developers.

4. Regulatory Compliance:

- Ensure compliance with relevant local, state, federal, Arkansas Game & Fish and Army Corp of Engineers regulations, including public notice, permit, and approval processes.

5. Reporting and Documentation:

- Prepare a report of findings at each detention/retention basin facility, documenting the findings, analysis, and recommendations for maintenance and remediation.
- Present the report to the governing body and provide support for the implementation of recommendations.
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6. Ongoing Monitoring and Review:

- Provide monthly updates on detention/retention basin facilities and maintenance performance including schedules for maintenance.

7. Project Management:

- Provide project management services to ensure the timely and successful completion of maintenance. This includes coordinating with staff, managing project timelines and budgets, and addressing any issues or challenges that arise during the maintenance process.

This scope of services outlines the key components of maintenance of detention/retention basin facilities aimed at ensuring the public health and safety, and long-term viability of the stormwater system while accommodating future growth and development.

M. BONDING

The City of Bryant reserves the right to request a fifty thousand dollar (\$50,000.00) one time performance bond. The City of Bryant also reserves the right to request a one year maintenance warranty bond at one hundred percent (100%) of the cost for specific objectives or tasks listed in the Scope of Service as deemed in city Ordinance 2019-32.. The contractor must possess bonding capacity to obtain said bonding.

Thank you for your interest in the City of Bryant. We will look forward to receiving and reviewing your qualifications for this contract.