

City of Fayetteville Staff Review Form

2019-0210

Legistar File ID

4/16/2019

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

Matt Mihalevich

3/28/2019

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to award Bid #19-28 and authorize the purchase of precast concrete box culverts from Scurlock Industries in the amount of \$51,821.50 plus all applicable taxes for installation under Old Wire Road as a tunnel crossing for the Niokaska Creek Trail.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Cap Imp

Account Number

Fund

02016.1601

Niokaska Creek Trail

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 788,100.00

Funds Obligated \$ 223,226.00

Current Balance \$ 564,874.00

Does item have a cost? Yes

Item Cost \$ 56,874.10

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 507,999.90

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF APRIL 16TH, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 29th, 2019

SUBJECT: 2019-0210 Precast Concrete Tunnel for Niokaska Creek Trail

RECOMMENDATION:

Staff recommends a resolution to award Bid #19-28 and authorize the purchase of precast concrete box culverts from Scurlock Industries in the amount of \$51,821.50 plus all applicable taxes for installation under Old Wire Road as a tunnel crossing for the Niokaska Creek Trail.

BACKGROUND:

The City trails construction crew is working on the 2-mile long Niokaska Creek Trail connecting Gulley Park to Mud Creek Trail at Old Missouri Road. This new 12-foot-wide concrete trail will provide trail access to Gulley Park and the Razorback Regional Greenway for over 4,000 residents located within ½ mile of the new trail.

DISCUSSION:

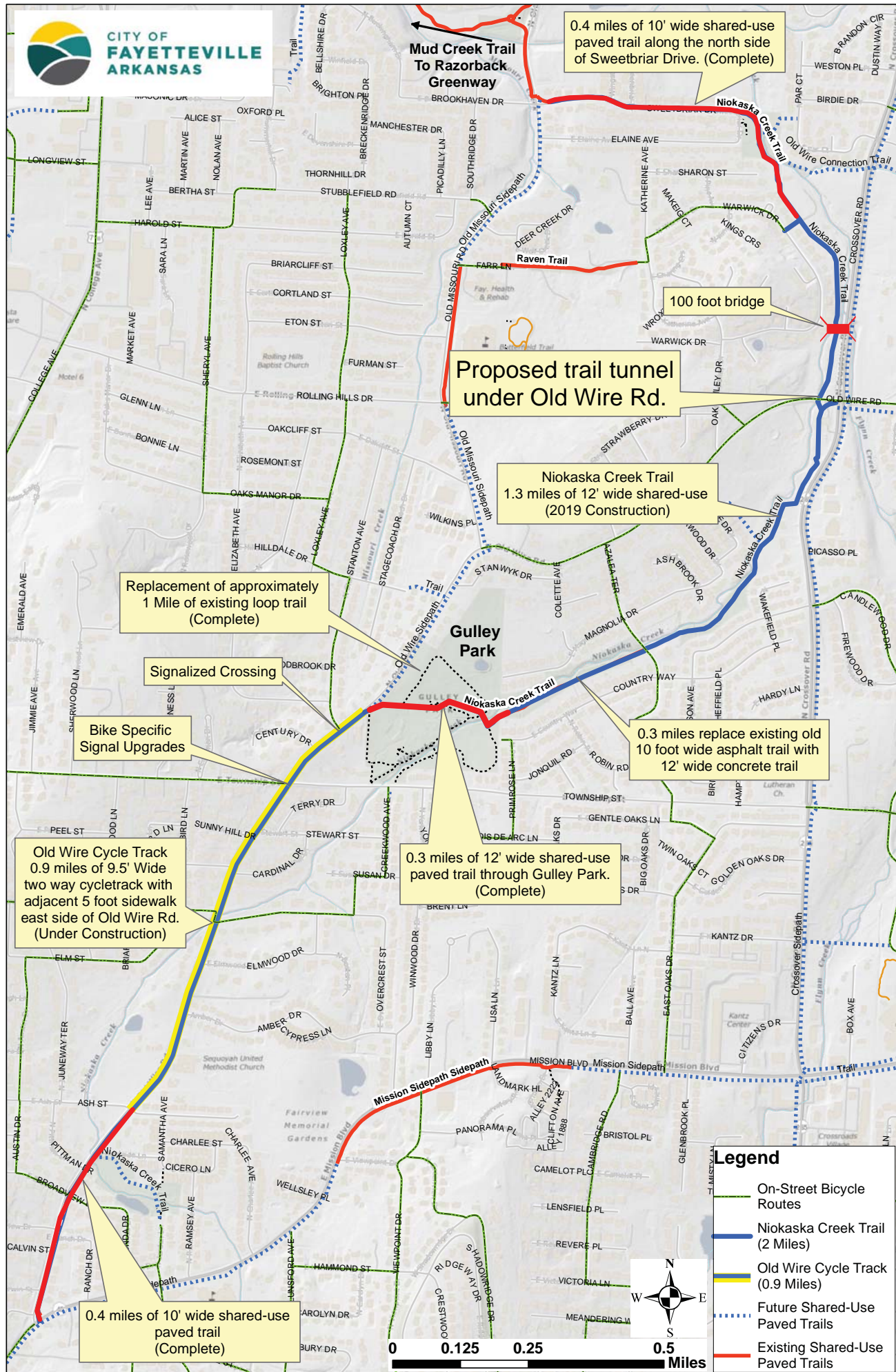
Providing safe street crossings for our trails is important to the safety and enjoyment of the trail system. The Niokaska Creek Trail will intersect Old Wire Road just west of Crossover Road. The existing Niokaska Creek drainage structure was evaluated to be used for the trail crossing, however the flood study determined this option is not feasible. Instead, a new precast concrete tunnel is proposed to be installed just east of the existing drainage structure. This new tunnel will be 14 feet wide and 9 feet tall providing safe and comfortable passage under Old Wire Road. With this bid award, the City will purchase the precast concrete box culvert sections delivered to the site for installation by the City in-house trail construction crew. Installation of the tunnel is planned for the summer of 2019.

BUDGET/STAFF IMPACT:

Two bidders responded to Bid #19-28 for the precast concrete box culverts and the low bidder is Scurlock Industries. Funding is budgeted for the purchase of the precast concrete tunnel from the trail development program for the Niokaska Creek Trail.

Attachments:

Niokaska Creek Trail map with tunnel shown
Bid #19-28 Tabulation
Scurlock Industries bid submittal





CITY OF
FAYETTEVILLE
ARKANSAS

Pre-Cast Concrete Box Culverts

Official Bid Tabulation

Lioneld Jordan, Mayor

Date of Advertisement: 3.11.2019

Date of Issue: 3.11.2019

Bid No. 19-28

Date: 03.28.2019

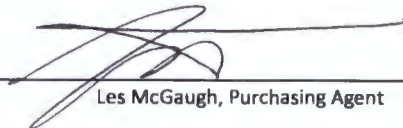
Time: 2:00 PM

| Item | Description | Est. Qty. | Forterra Pipe & Precast | | Scurlock Industries | |
|------|---|-----------|-------------------------|---------------|---------------------|--------------|
| | | | Price Per Unit | Total Price | Price Per Unit | Total Price |
| 1 | Five (5) foot section of 14 ft wide by 9 ft tall pre-cast concrete box culvert. PRICE PER EACH 5 FT SECTION | 14 | \$ 7,410.00 | \$ 103,740.00 | \$ 3,650.00 | \$ 51,100.00 |
| 2 | 12" wide ConSeal CS-212 joint membrane wrap with SA-75 primer (or equal). 37 LF per seam. PRICE PER LINEAR FOOT | 481 | \$ 1.64 | \$ 788.84 | \$ 1.50 | \$ 721.50 |

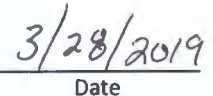
Totals \$104,528.84

\$51,821.50

CERTIFIED:


Les McGaugh, Purchasing Agent


Witness, Rachel Brown


Date

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



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO

INVITATION TO BID: Bid 19-28, Pre-Cast Concrete Box Culverts

DEADLINE: Thursday March 28, 2019 before 2:00:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/11/2019

INVITATION TO BID

Bid 19-28, Pre-cast Concrete Box Culverts

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Scurlock Industries

Contact Person: Late Brown Title: Sales

E-Mail: late@s-ind.com Phone: 479-521-0504

Business Address: 3725 S. McCollum

City: Fayetteville State: AR Zip: 72702

Signature:  Date: 3/11/2019

City of Fayetteville
Bid 19-28, Pre-cast Concrete Box Culverts
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 19-28, Precast Box Culverts

The City is seeking bids from qualified vendors for the purchase and delivery of fourteen (14) - (5) five foot long sections of fourteen (14) foot wide x nine (9) foot tall inside dimension pre-cast concrete box culverts.

All sealed bids are due by **Thursday March 28, 2019 before 2:00:00 PM**, local time. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

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.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220
lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/11/2019

City of Fayetteville
 Bid 19-28, Pre-cast Concrete Box Culverts
 Bid Form

| Item # | DESCRIPTION | Estimated Quantity | | PRICE PER UNIT | | TOTAL |
|--------|--|--------------------|---|-------------------------|---|--------------------------|
| 1 | Five (5) foot section of 14 ft wide by 9 ft tall pre-cast concrete box culvert. PRICE PER EACH 5FT SECTION | 14 Sections | x | \$ 3,650. ⁰⁰ | = | \$ 51,100. ⁰⁰ |
| 2 | 12" wide ConSeal CS-212 joint membrane wrap with CS-75 primer (or equal). 37 LF per seam. PRICE PER LINEAR FOOT | 481 Linear Feet | x | \$ 1. ⁵⁰ | = | \$ 721. ⁵⁰ |

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

This Bid Form Continues 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. 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.
4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. 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.
6. 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.
7. 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): _____

8. 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.
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: Scurlock Industries

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 3725 S. McCollum

*CITY: Fayetteville *STATE: AR *ZIP: 72702

*PHONE: 479-521-0504 FAX: 479-443-5533

*E-MAIL: Nate@s-ind.com

*BY: (PRINTED NAME) Nate Brown

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: Sales/Project Manager

*DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 71-0706428

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 19-28, Pre-cast Concrete Box Culverts
General Terms and Conditions

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. **Bids 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 must 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 Andrea Foren, 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 insure 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 is not to 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 Andrea Foren, 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.

City of Fayetteville
Bid 19-28, Pre-cast Concrete Box Culverts
Technical Specifications:

1. GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 The City intends to order the estimated quantity presented in the bid form in a single order.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall **NOT** include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Pre-cast box culverts shall be delivered to the City within **60 calendar days** from receipt of purchase order or notice to proceed. All orders shall be delivered to the address located in the City limits as further specified.

2. MANUFACTURER/UNITS

- 2.1 All unit(s) bid shall be new and of the latest standard production as offered for commercial trade.
- 2.2 Price per each shall be submitted for a 5-foot section, 12 feet tall by 12 feet wide. The City reserves the right to deviate from estimated quantities. Estimated quantity for this bid is 14 units at 5 feet each for a total of 70 linear feet to be shipped in a single shipment/order.

3. DESCRIPTION

- 3.1 Price per each shall be submitted for the manufacture and delivery of **(14) 5- foot sections of 14 foot clear span width and 9 foot clear height (Inside dimensions)** pre-cast reinforced concrete box culverts including rubber compression gasket joints and membrane wrap in accordance with specifications below for a total of 70 linear feet to be shipped in a single shipment/order to the address below.
- 3.2 Delivery shall be to the job-site site at the intersection of Old Wire Road and Crossover Drive (Hwy 265) in Fayetteville, Arkansas.
- 3.3 Delivery and coordination of unloading shall be the responsibility of the bidder. The City will provide the crane to unload and install the culverts, however bidder shall recognize the trucks may have to wait several hours to unload and bidder shall match the delivery pace to the City's installation rate to minimize delays.

- 3.4 All installation will be by the City of Fayetteville.
- 3.5 Pre-cast sections shall not exceed 5 feet in length to reduce the lifting weight to less than 35,000 pounds.
- 3.6 The two sections at the ends shall have a smooth face (no tongue or bell) and rubbed smooth for an aesthetically pleasing look since these faces will be visible from the trail.

4. MATERIALS

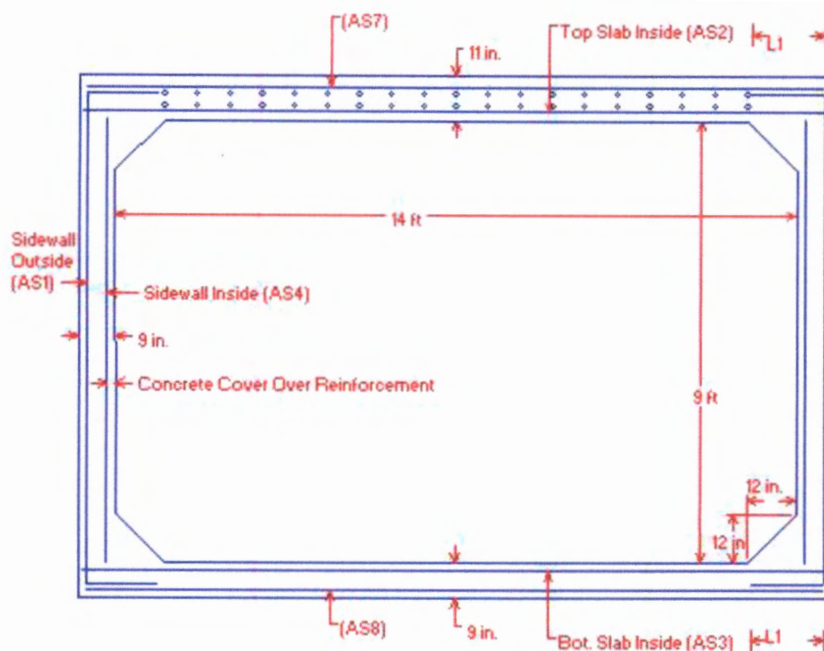
- 4.1 Pre-cast concrete box culverts shall be manufactured in accordance with the requirements of Section 607 of the 2003 edition of the AHTD Standard Specification for Highway Construction and subject to the requirements of **ASTM C-1557 (0-2 feet of cover)**.
- 4.2 The Contractor shall design the precast tunnel in accordance with the ASTM C-1557. The joints and gaskets shall consist of Omniflex gaskets, 12" Conseal CS-212 membranes (top & both sides), and Conseal CS-75 primer (or equal). All gasket material shall comply with AASHTO M198-00. Supplier shall also provide ramnek and concrete plugs to fill the holes in the tip of the precast sections where the crane cables attach.
- 4.3 Per-cast units shall be designed and certified by a professional engineer registered in the State of Arkansas, providing the Pre-cast culverts have been designed and manufactured according to the requirements above. Required engineering documentation as stated above shall be reviewed and approved by the City prior to shipment of materials.
- 4.4 Reference line Item #2: Bidders shall provide 481 linear feet of 12" ConSeal CS-212 joint membrane wrap with the manufacturer recommended quantity of CS-75 primer to wrap the sides and top of the culvert joints (13) (37 linear feet each joint) to be installed by City.

5. METHOD OF MEASUREMENT:

- 5.1 Concrete box culverts shall be measured by the linear foot (LF) of delivered box culvert and conseal. Measurements shall be taken at the centerline for the exposed box culvert from end to end excluding the bell ends.

6. BASIS OF PAYMENT:

- 6.1 Payment using unit price method shall be made at the per unit prices, delivered, accepted and measured as provided above. The per lineal foot price shall include all labor, materials, equipment, and incidentals necessary to completely manufacture and deliver all items to the site for installation by the City of Fayetteville.



- * <L1> is Splice Length
- * (AS7) is Top Slab Outside
- * (AS8) is Bottom Slab Outside
- * Dots represent top (AS6) and bottom (AS5) distribution reinforcement.
- * See Box Culvert Design Summary Sheet for transverse and distribution reinforcement, as required.
- * For sidewall thicknesses of 6 in. and above, extend AS2 and AS3 a min. of 4 in. beyond the inside face of the sidewall. For thicknesses less than 6 in., extend AS2 and AS3 at least to within 1-1/2 in. of the outside face of the sidewall.
- * Reinforcement layout is correct for composite design suitable for all depths of fill. Designs at specific depths offill may vary.

Notes:

- 1) Other reinforcement schemes that provide the required reinforcement areas at all locations identified in the program output are acceptable.
- 2) Only longitudinal reinforcement for top slab distribution is shown for clarity, see AASHTO M273 for additional longitudinal reinforcement and for additional requirements.



Scurlock Industries

Of Fayetteville

PO Box 1082 - 3725 South McCollum Ave. - Fayetteville, AR 72702
PH. (479) 521-0504 • FAX (479) 443-5533

Letter of Certification

To Whom It May Concern,

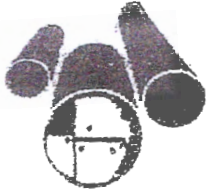
This letter is to certify that the precast concrete products manufactured by Scurlock Industries of Fayetteville, are manufactured in the United States of America.

The aggregate portion of our portland cement concrete is mined by Lafarge from locations in Tulsa, Oklahoma, while our flyash is recycled in Chouteau, Oklahoma by Mineral Resources Technologies. The source of the natural fine aggregate is Arkhola Sand and Gravel Company, Fort Smith, Arkansas, while the crushed aggregate source is McClinton-Anchor Companies-Hindsville Quarry, Hindsville, Arkansas and/or Sharp's Facility in Springdale, Arkansas.

The welded wire mesh used for reinforcing our precast products is supplied by Insteel Industries Inc. located in St. Joseph, Missouri and makes up 15% of our raw material costs.

I trust that this information will be useful in complying with the requirements of the American Recovery and Reinvestment Act of 2009.

Scurlock Industries of Fayetteville, Inc.



Scurlock Industries

Of Fayetteville

PO Box 1082 - 3725 South McCollum Ave. - Fayetteville, AR 72702
PH. (479) 521-0504 • FAX (479) 443-5533

PRODUCT CERTIFICATION

All products are manufactured under strict tolerance and their quality is insured by our quality control program.

All precast inlets produced by Scurlock Industries meet or exceed AASHTO M-199 Standards and H-20 loading.

Square inlets and round boxes are reinforced according to ASTM C-478 Specifications.

Concrete produced by Scurlock Industries meets or exceeds 4000 p.s.i. at 28 days.

If you have any questions, please feel free to contact our plant.

QUALITY CONTROL STATEMENT

At all times and in all circumstances it is the intent of Scurlock Industries to follow pre-established guidelines and regulations in meeting, or exceeding, the demands and job-site specifications of our customers in providing quality products for their needs.

SUPPLY OF MATERIAL TO SCURLOCK INDUSTRIES

Scurlock Industries follows pre-established guidelines of the American Concrete Institute (ACI) and the American Society for Testing and Materials (ASTM) in employing sources for our concrete mix ingredients. We require that each supplier of materials to Scurlock Industries follow similar guidelines in stocking, supplying and delivering said product(s). We will use the highest quality ingredients at the best possible price to benefit our customers.

PRODUCTION OF CONCRETE PRODUCTS

Scurlock Industries will produce the best quality product available at the lowest cost to those purchasing Scurlock Industries products. Any irregularities or problems with a single produced piece or product line will be addressed to management for immediate adjustment(s), alteration(s) and/or replacement in order to maintain our customers' need for quality product delivered at a reasonable time in a reasonable manner.

TESTING AND DATA COLLECTION OF SCI CONCRETE

All testing of and data collection for concrete at Scurlock Industries will be done by ACI certified individuals familiar with ACI and ASTM guidelines and regulations. Proper procedures will be followed in testing mixes and mix designs at Scurlock Industries in order to maintain quality standards while improving products supplied to customers.

In order to better serve our clients today and in the future, we at Scurlock Industries maintain a system of testing and data collection for the purpose of analyzing our concrete production. Testing of fresh mixes on a consistent basis enables Scurlock Industries to ensure a quality product at all times. Data collected from these tests along with supplemental testing of new mix designs allows Scurlock Industries to meet customer requirements. This philosophy also enables Scurlock Industries to have the flexibility to adapt special mixes for special jobs and to have the exposure to such non-traditional ingredients and/or admixtures for those possibilities.

The Quality Control department will employ ACl qualified staffing necessary to maintain our high standards. These in turn will comfort our customers by allowing them to focus on other unexpected inevitabilities without concern and worry about Scurlock Industries supplied products. Our Quality Control staff is available to answer any questions by our customers in order to give them the assurance to know they are using a quality Scurlock Industries product.

Superior Pipe Products, Inc.

420 West Main St. • P.O. Box 520 • Depew, OK 74028
(918) 324-5141 • Fax (918) 324-5131

Suggested Specification for Omni-Flex Gaskets

Seals for concrete pipe and box joints for culvert and storm drainage shall be Omni-Flex rubber gaskets as Manufactured by Superior Pipe Products, Inc., Depew, Oklahoma or approved equal.

They shall be of tubular cross-sections manufactured from extruded closed-cellular rubber, the base polymer being a blend of nitrile and vinyl meeting the physical requirements of ASTM D1056, type 2, Class C, Grade 1, and meeting the chemical resistance requirements of AASHTO M198.

Each gasket shall be a single, continuous part conforming to the joint shape, and the outer surface shall be completely covered with a natural skin.

Gasket cross-sectional diameters and installation practices shall be in accordance with the manufacture's recommendation for the size being placed.

Since this product seals by deformation, joint primers, preparation or coatings should never be required.

Brian Combs
President

Standard Precast Box Culvert

Specifications

- I. Precast Concrete Box Culverts for ASTM C-850 or C-789 Standards
 - A. The precast concrete box sections for the culvert shall be in accordance with the requirements of ASTM C-1433. All boxes can be furnished in Interstate Loading, Earth Dead Loading, and Railroad Loading.
 - B. Fine and coarse aggregates for the concrete mixture shall comply with the requirements of ASTM Specifications.
 - a) Cement shall comply with the requirements ASTM C-150.
 - b) Steel shall comply with the requirements ASTM C-185, ASTM C-990.
 - c) Joint sealing material, plastic type, shall comply with AASHTO M-198 or Federal Specification SS-S-210A.
 - C. Precast conical plugs shall be furnished for lifting holes.
 - D. Admixtures may be used with the approval of the engineer.
 - E. Curing shall be in accordance with ASTM standards. Box sections shall be cured until the concrete developed the specified compressive strength.
 - F. End sections shall be precast to the same dimensions and shapes and with the same reinforcement as shown for the culvert. Each precast end section shall include approximately 2 feet of barrel floor, tapered 2 to 1 as an integral unit. Precast headwalls and toe walls shall be furnished as required.
 - G. The manufacturer may request approval of modified designs which differ from the designs in ASTM C-1433. Such modified or special designs shall fully describe to the engineer any deviations from those standards. Computer designs shall be available for box culverts by the manufacturer.
 - H. The excavation and backfilling for the precast box sections and end sections shall be in accordance with the requirements of the manufacturer. The bedding shall be compacted to provide uniform support over the bottom of the box and end sections. No direct payment will be made for furnishing or placing granular material.
 - I. The individual box section shall carefully be set to lines and grades shown on the plans with the female end upstream, and the male end extended the full length into the adjacent section of box. When multicell boxes are used, a 1-1/2 inch minimum space shall be left between the adjacent precast sections. All joints between individual box sections shall be sealed with an approved joint sealant material.

Precast Box Culvert Specifications (cont.)

- J. Tapered precast plugs shall be thoroughly sealed with plastic joint material. Lifting devices shall have sufficient bearing on the inside of the box section to avoid damage resulting from a concentration stresses around the lift holes.
- K. Preform tape type plastic compound shall be applied in accordance with the manufacturer's recommendations.
- L. Precast box culvert, complete in place, will be measured to the nearest foot along the geometrical center of the culvert.
- M. The accepted quantities for the concrete box culvert complete in place will be paid for at the unit price for the pay items included in the contract. Center-line per lineal foot basis is recommended.

Precast Box Culvert Installations



Advantages:

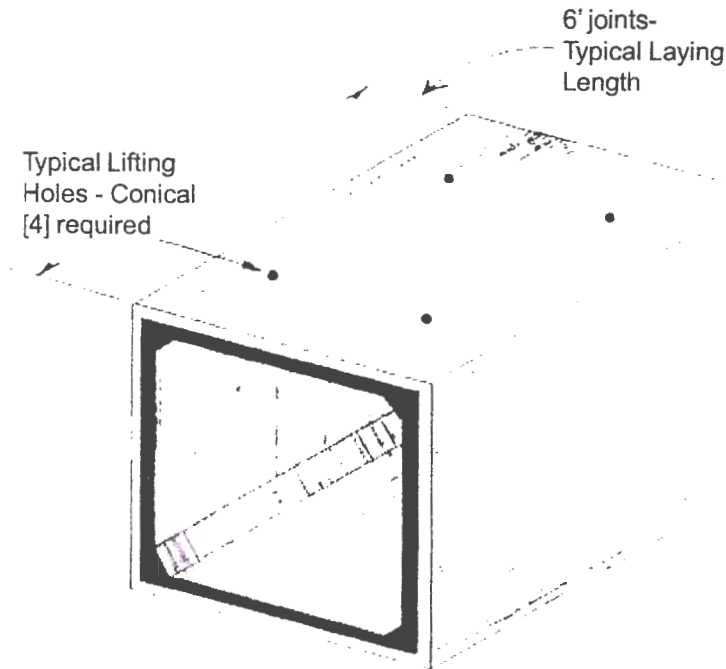
1. Savings of time in the project and on-site development.
2. Savings of initial costs.
3. Ease of installation.



4. Backfills immediately.
5. High strength concrete and quality control.
6. Shortens the number of days in a project.
7. Eliminates costly detours.



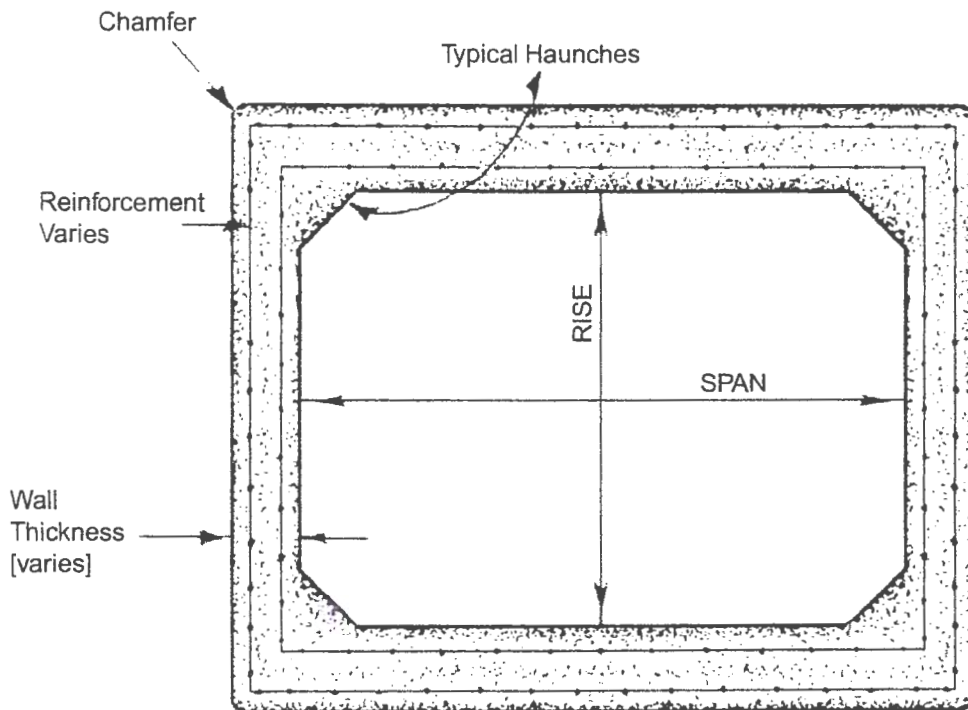
Precast Box Culverts



ASTM C-789 are
AASHTO M-259
Precast Reinforced
Concrete Box
Sections for
Culverts, Storm Drains,
and Sewers.

ASTM C-850 and
AASHTO M-273
Concrete Box Sections
for Culverts, Storm Drains,
and Sewers with
less than 2' of cover
subjected to Highway
loading.

Reinforcement in
precast box sections
shall conform to ASTM
Specification
A 185



Minimum Concrete
Strength shall be
5,000 psi at 28 days.

Joints shall be
sealed with mortar,
mastic or flexible
butyl rubber
sealants.

Contact our plant for
all sizes and weights
that are available.