



City of Conway
Office of the Mayor

Mayor Tab Townsell
www.cityofconway.org

**INVITATION
TO THE VENDOR ADDRESSED:**

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. ***Sealed*** bids must be in the Office of the Mayor; no later than ***10:00 am, Thursday, August 20th, 2015*** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, within 30 days after City Council approval, if necessary. ***Unsigned bids will be rejected.***

Invitation to Bid No. 2015-29
SAND GAP ROAD LEVEE FENCE Bid

Proposal to City of Conway to Construct Barbed Wire Fence and related work along Sand Gap Road in Conway, Arkansas:

NAME OF BIDDER _____

The above named contractor hereby proposes to perform the work in accordance with the project plans and specification contained herein for the following amounts:

Quantity

- | | | | | | |
|----|-------------------------------|------------|------------|----------|----------|
| 1. | Five Strand Barbed Wire Fence | 6,560 L.F. | @ \$ _____ | per L.F. | \$ _____ |
| 2. | Double 12' Gate | 2 Each | @ \$ _____ | Per Each | \$ _____ |

TOTAL AMOUNT BID \$ _____

Fence Specifications:

1. Description

- (a) **WORK INCLUDED** - This section covers the furnishing and installation of the five strand barbed wire fence at the location shown on the plan and as directed by the Engineer.
- (b) The work shall include the construction of a barbed wire fence between Sand Gap Road and the Levee at 12 to 15 feet off the back of street curb or as otherwise directed by the Engineer. The work shall include connecting to the existing fence at each end of the project.

2. **STANDARD SPECIFICATIONS** - The materials and construction shall conform to the applicable section of Section 619 Fences of the standard Specification for Highway Construction except as modified in this section.

3. **Materials** All barbed wire shall be 12 ½ gage 4 point barbed wire equal to Red Brand as specified in Paragraph 619.02 (b) (3) of the above referenced standard specification with no alternatives allowed. Line post shall be 6 foot steel studded T-post having a minimum weight of 1.25 pounds per foot. All other materials shall conform to the referenced Standard Specification above for a Type D-1 fence with steel post.

4. CONSTRUCTION

- a. **PREPARATION** – The brush, humps or ruts shall be removed from the fence location prior to start of construction. All materials removed shall be properly disposed of.
- b. **FENCE INSTALLATION** –
- i. The fence shall be constructed of all new fence material constructed in accordance with the requirements of this section with line post a 12' max spacing.
 - ii. Terminal Post Assemblies and Line Brace Assemblies shall consist of two 5" min diameter treated timber post with diagonal tension wire and 4" minimum diameter horizontal top brace post similar to detail for Type C (Wood Post) detail for Line Post Brace Assembly and Corner Post detail shown on Arkansas State Highway and Transportation Department's Standard Roadway Drawings sheet WF-4 "Wire Fence Type C And D" and as directed by the Engineer. The Terminal Post Assemblies shall be placed at each end of the project and at each side of the gates. The Line Brace Assemblies shall be placed at minimum 330 foot spacing along the fence line and at locations where the angle in change of fence direction exceeds 10 degrees
- a. Gates consisting of two 12' Long x 50" high commercial grade painted steel tube gates. The gates shall be constructed of 2" diameter 16 ga. Steel tubing with 6 horizontal runs of tubing per gate and a minimum of 2 vertical Z braces at 1/3 points of the gate. The gates shall be mounted on Gate Post Assembly and shall meet at the midpoint of a 24 foot wide opening.
 - b. The gates shall be mounted level with aligning top and bottom tubes and with a level swing open.
 - c. All other construction shall conform to the referenced standard specification above.

5. Measurement and Payment:

- a. Clearing and grading of the area along with concrete material will not be paid for separately but will be considered subsidiary to fence installation.
- b. The barbed wire fence acceptably completed will be will be measured by the linear foot and the measurement shall include all wire, fasteners, line post, Line Brace Assemblies, corner post, pull post and gate support assemblies.
- c. Five Strand Barbed wire fence acceptably completed and measured as provided above will be paid for at the contract unit price per linear foot bid for "Five Strand Barbed Wire Fence", which price shall be full compensation for furnishing all materials, including wire, post, fastners; and for all equipment, tools, labor, and incidentals necessary to complete the work.
- d. The double 12 foot gate acceptably completed will be measured by the whole unit of double 12' gate installation and will be paid for at the contract unit price per each bid for "Double 12 foot Gate", which price shall be full compensation for furnishing all materials, including concrete, post; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Additional Information:

- The bidder shall include all charges, including taxes, fees, freight charges, shipping, etc. (if applicable)
- The work shall be completed within 60 calendar days after the issuances of a Notice to Proceed with the work.
- Payments will be made monthly for eh work completed to date with the invoice shall include a copy of dtnFastRacks presenting the Rack Average for the date of delivery.
- In submitting this bid, it is understood by the undersigned bidder that the right is reserved by the City of Conway to reject any and all bids:
- Contact Information: Ronnie Hall, Conway Engineering Department ronnie.hall@cityofconway.org/ 501-450-6165

Bid specifications can be obtained from our website: www.cityofconway.org



City of Conway – Mayor’s Office

Bid Number: 2015-29

SAND GAP ROAD LEVEE FENCE

Bid Opening Date: Thursday, August 20th, 2015

City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

Company Name

Company Representative Name

Representative’s Signature

Date

Address

Email Address

City

State

Zip

Telephone Number

Fax Number

Unsigned bids will be rejected:

City of Conway – Mayor’s Office
Terms & Conditions
www.cityofconway.org
Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All charges including shipping, freight, and any miscellaneous cost shall be included in prices quoted. Applicable state and federal taxes and fees should not be included in the bid amount listed but should be added as a separate line items to the invoices as submitted.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – ***unless otherwise specifically stated***. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder’s record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as “equal.” In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, “splitting” will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor’s actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.
11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for “GSA” pricing schedules, ***if available and applicable***.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.

17. **Arkansas Prevailing Wage Law A.C.A. §22-9-301 through 3-15:** The City of Conway, general contractors or any subcontractors is subject to the Arkansas Prevailing Wage Law, A.C.A. **§22-9-301 through 3-15**. The Labor Standards Division enforces laws related to [prevailing wage](#) (PDF). Arkansas's prevailing wage law is commonly referred to as the "little Davis-Bacon Act." The law requires the division to issue a wage determination for each public works project where the cost of all labor and materials exceeds \$75,000. *Exemptions are public school construction; work done for or by any drainage, improvement, or levee district; highway, road, street or bridge construction and maintenance, or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas Highway Department.* If you need a copy of the Prevailing wage Regulation and Laws that are required; this information is available at http://www.arkansas.gov/labor/pdf/prevailing_wage_regs.pdf.
18. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
19. **EQUAL OPPORTUNITY IN EMPLOYMENT:** The City of Conway is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, marital or veteran status, political status, disability status or other legally protected status

CITY OF CONWAY, ARKANSAS SAND GAP ROAD FENCE PLAN

