

STANDARD BID CONDITIONS

M-13-001P

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB 42-68
BRIDGEPORT AND RIVERSIDE WEIGH STATIONS SANITARY SEWER
RENOVATION**

SCOPE

The objective of this project is to install two (2) new forced main sanitary sewer lift stations replacing the two (2) lift stations at the Bridgeport and Riverside Weigh Stations, located on Interstate 40 and Interstate 55 in Crittenden County, Arkansas approximately one half (1/2) miles west of the Mississippi River. The lift stations are to be installed as indicated on the Plans, as called for in these Specifications, or as directed by the Engineer. These Specifications and the Plans cover the furnishing of all materials, labor, tools, equipment, machinery, drayage, rigging, fees, permits and any and all incidental items required for the complete Sanitary Sewer Extension.

DESCRIPTION

The forced main lift stations are to replace the existing lift stations in the basement of the weight station buildings, as indicated on the plans. This work shall include: furnishing and installing new lift stations; pumping out, cleaning and sanitizing existing lift stations; miscellaneous plumbing to tie three (3) existing sewer lines together in each existing empty lift station pit, including clean out; boring under building footing for 4" sewer line with 1/4"/L.F. slope to new lift stations; all electrical requirements to extend to new lift stations; all concrete demolition for the bores, and lift station installations; connection to existing 3" diameter forced main to city sewer; new gate valves; filling in existing lift station basins with packed sand and gravel, concrete at top 6", grout smooth, and tile to match existing. The new forced main lift stations are to be in place, operating and ready for use. Concrete repairs/replacement outside buildings will be by AHTD.

GENERAL CONDITIONS

The applicable portions of the General Provisions of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003, together with applicable Special Provisions, shall govern where appropriate.

QUALITY OF MATERIAL

All material, appliances or appurtenances furnished under these Specifications shall be new and unused and shall be free from defects and imperfections. Any material, appliance or appurtenance thereto found to be defective shall be replaced by the Contractor at no cost to the Arkansas Highway and Transportation Department. All material shall comply with the requirements and applicable provisions of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003, applicable Special Provisions, these Specifications, and the Arkansas Department of Health requirements where applicable. Any material not covered in the Specifications above shall be approved by the Engineer.

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SUBSTITUTION OF MATERIAL

It is intended that the Contractor may have the option of substituting materials or appliances that will perform the function or service equally as well as the ones named. The Engineer shall be given written notice two (2) weeks prior to the proposed use of a substitution so that a decision can be made as to the equal merits of the two (2) products. No substituted items shall be installed until written approval is received by the Contractor.

ACCESS TO THE WORK

The Engineer or his representatives shall have access to the work at all times, shall be permitted to approach, enter or examine all stages or phases of the work as it progresses, and shall have the authority to reject work which is defective in workmanship or materials.

REQUIRED SUPERVISION

The Contractor shall keep on the job at all times, when work is in progress, a competent superintendent satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all instructions given to him shall be binding on the Contractor. Workmanship shall be by craftsmen skilled in their trade and shall be in accordance with the best standard practice.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The Contractor shall be responsible for any damage which may be caused by workers during the performance of the work.

DELIVERY AND PROTECTION OF MATERIALS

Delivery, protection and acceptance of materials at the work site is the Contractor's responsibility, including any losses due to theft, vandalism or accidental damage.

CLEAN-UP

The Contractor shall not allow any waste material or rubbish caused by his employees to accumulate in or about the premises but shall promptly remove same. At completion of the work, all rubbish, tools, scaffolding and surplus materials shall be removed and the Contractor shall leave the site clean and ready to use.

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MATERIALS AND CONSTRUCTION METHODS

SEWER LIFT STATION

Sewer Lift Stations have two (2) Barnes SGV Series, 3 HP w/ 5.00" impeller, 3450 RPM, 208 Volt, Three-Phase Grinder Pumps. Lift Station shall be capable of pumping 50 GPM at 80 feet of Head while maintaining Velocity of 2.0 feet per second (minimum). Basin shall be 4' diameter, 15' deep fiberglass with three-inch (3") anti-flotation collar. Cover shall be 1/2" steel plate with black asphalt coating, vent, and lock. Inlet to be four-inch (4") diameter. Discharge pipes shall be three-inch (3") Schedule 40 PVC. Provide four (4) liquid level controls as shown on the Plans. Pedestal duplex control panels shall be furnished. For each pump there shall be included: combination circuit breaker/overload short circuit protection, reset and disconnect, across the line magnetic contactors, hand-off-auto selector switch, overload relay properly sized to provide motor protection for motor furnished, 120 Volt control panel pilot circuitry, and 120 Volt control transformer with fused overload protector for external pilot circuitry, in addition to the options noted on the Plans.

An automatic electric alternator shall be included to provide alternating operation of the pumps under normal conditions, or simultaneous operation in cases of high levels of liquid in the wet well. High water warning light and audible alarm shall be included to indicate extreme high level of liquid in the wet well. All check valves and gate valves within Lift Station basin shall be included for a complete installation.

PLASTIC SEWER LINE

Plastic Sewer Line carrier piping for gravity shall be 4" diameter PVC (SDR-26) or approved equivalent. Plastic forced main carrier piping shall be 3" diameter PVC (SDR-21) or approved equal. All PVC "carrier piping" shall conform to the requirements of the latest revisions of ASTM Specifications D-1784 and D-1785 and ASTM D-2241.

GATE VALVE IN HEAVY DUTY VALVE BOX

Gate Valve shall be 3", of bronze construction with rising stem configuration. Box shall be Heavy Duty, constructed of materials as required by the Arkansas Department of Health and shall be of such strength of design as to allow vehicular traffic across it. The size of the Box shall be large enough to accommodate equipment to be installed, as indicated on the Plans, including the servicing and removal of the equipment. Cover to be stamped with "Sewer" for identification.

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INSTALLATION

SEWER LIFT STATION

The Sewer Lift Stations and all related items shall be installed near existing weigh stations building as shown on the Plans or as directed by the Engineer and in accordance with manufacturer's recommendations and the Arkansas Department of Health requirements. Inlet connection shall be made to modified sanitary sewer from buildings as indicated on the Plans.

Electrical service shall be extended to new Lift Stations from existing service. All electrical work shall be in accordance with National Electrical Code, latest edition, and is to be subsidiary to this item.

PLASTIC FORCE MAIN SEWER LINE

The plastic forced main to tie into existing forced main line outside building as conveniently as possible.

GATE VALVE IN HEAVY DUTY BOX

The Gate Valves shall be of freeze-proof installation in Heavy Duty Boxes where shown on the Plans or as directed by the Engineer. Installation shall be such that the Valves may be operated by hand, or with actuator extensions supplied by this Contractor, when Box covers are removed. Ground surrounding Boxes shall be raked smooth and blend with surrounding contour of ground for a smooth appearance. Drainage shall be provided to allow rain and condensation to be drained from Boxes naturally.

WARRANTY

All materials and workmanship shall be warranted against defects for a period of one (1) year from date of acceptance by the Arkansas Highway and Transportation Department. The Warranty of the materials by the supplier shall be in writing to the Contractor, who will forward copies to the Department for a permanent record.

METHOD OF MEASUREMENT

FURNISH AND INSTALL SANITARY SEWER UTILITIES

Furnish and Install Sanitary Sewer Utilities shall be measured as a "Lump Sum" Item to include all necessary piping, manholes, miscellaneous fittings, automatic air/vacuum relief valves, valve boxes, ring and covers, connection to existing or proposed utilities, maintenance of traffic, permits and fees, excavation, trenching, shoring, backfilling and bedding, drainage rock, tracer wire, and any and all materials, labor and equipment and incidentals necessary to provide a complete working and acceptable sewer system.

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BASIS OF PAYMENT

FURNISH AND INSTALL SANITARY SEWER UTILITIES

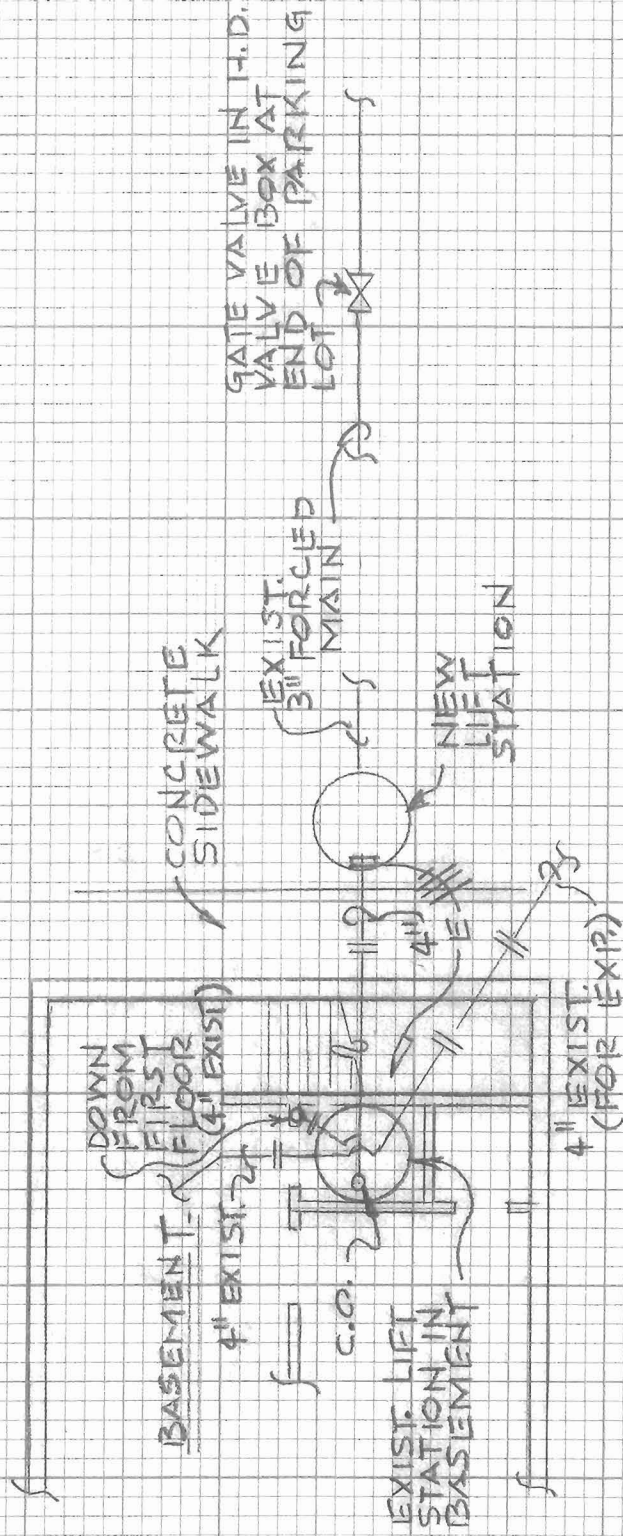
Work completed and accepted under this item, and measured as provided above, will be paid for at the lump sum price for "Furnish and Install Sanitary Sewer Utilities", which price shall be full compensation for all materials, labor, tools, equipment, machinery, drayage, rigging, fees, permits, clean-up, guarantees and any and all incidental items required to complete the work.

PAY ITEMS

PAY UNIT

Completed Sanitary Sewer Utilities

Lump Sum



BRIDGEPORT AND RIVERSIDE
WEIGH STATIONS
SANITARY SEWER
RENOVATIONS

4/27/12
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