| ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION | | | | | | | | |
|--|---|---|---------------------------------|--|-----------------------------|---|--|--|
| Bid Numbe | er: <u>M-17-019P</u> | BID OPENING LOCATION AHTD Equipment and | AHT | | ment and | DELIVER TO: AHTD Equipment and | | |
| Bid Op | pening Date: <u>November 1, 2016</u> Time: <u>11:00 a.m.</u> | Procurement Division 11302 West Baseline Road Little Rock, AR 72209 | P.O. | Procurement Division P.O. Box 2261 Little Rock, AR 72203 | | Procurement Division 11302 West Baseline Road Little Rock, AR 72209 | | |
| deliver | I bids for furnishing the commodities and/or services described below, sub y locations until the above-noted bid opening date and time, and then publi ments when appropriate, or bids will be rejected. <u>Late bids and unsign</u> | icly opened at the above-noted bid | of this Bid Inv opening loca | itation wil ation. Bid | be received s must be su | at the above-noted mail and Ibmitted on this form, with | | |
| opposi | pliance with this Bid Invitation and subject to all the Conditions thereof, the u te each item. | | - | | - | | | |
| | pany Name: | | | | | | | |
| Addre | PSS: | Title: | | | | | | |
| | | Phone: | | Fa | ax: | | | |
| City: | State: Zip: | E-mail Address: | | | | | | |
| Federa | al Tax ID or Social Security No.: | Signature: Signature must be legib Unsigned bids will be re | le, original (n | ot photoco | ppied) and in ir | nk. | | |
| Item | Description | | Quantity | Unit | Unit Price | e Amount | | |
| No. | Furnish and Install AHTD Central Comp | lex and West Parki | ng Exte | rior I | Jighting | as per complete | | |
| | listing on Page 4 of this Bid Invitation and S | | 0 | 1101 1 | | us per complete | | |
| | | • | | | | | | |
| | | 2011 | ~ • • • • • | | | | | |
| | FOB: AHTD – Central Office Complex, 10324 | 4 Interstate 30, Little R | Rock, AR | 27220 | 9 | | | |
| | Contact for Technical Information: Cameron Parsons, Project Coordinator | | | | | | | |
| | (Office – 5 | 501-569-2624 or Cell - | 501-574 | 4-8705 | () | | | |
| | ×. | Cameron.Parsons@ahte | 0 / | | | | | |
| | Contacts for Bidding Information: Danny Keene (501-569-2674) or Chicita Pate (501-569-2675) | | | | | | | |
| | A mandatory pre-bid meeting is scheduled f | or all notential hidde | rs on Oa | toher | 25 2016 | | | |
| | Contact Cameron Parsons for time and loca | | | | 23, 2010 | • | | |
| | | | | | | | | |
| | To meet the requirements of Arkansas State Highway and Transportation Department Specifications Drawings attached to and made a part of this bid. | | | | | cations and | | |
| | Bid price shall include all labor materials and equ | inment necessary to per | form the | work a | sspecified | l and shall further | | |
| | Bid price shall include all labor, materials, and equipment necessary to perform the work as specified, and shall further include all licenses, fees, permits, royalties, and <u>all taxes</u> . Bid price shall represent full compensation for completion of the work. This provision supersedes Condition 4 on page 2 of this Bid Invitation. Payment will be made in accordance | | | | | | | |
| | | | | | | | | |
| | with Arkansas State Highway & Transportation De | epartment Standard Spec | ifications | and A | pplicable | Special Provisions. | | |
| | Bid Bond in the amount of 5% of total bid price required of all bidders at time of bid opening or bid will be reject Personal and company checks are not acceptable as Bid Bonds. See Condition 3 on page 2 of this Bid Invitation | | | | | | | |
| | | | | - | - | | | |
| | Performance Bond <u>only</u> (no checks of any kind allowed) in the amount of 100% of total bid price will be required or successful bidder prior to providing goods/services. See Condition 3 on page 2 of this Bid Invitation. | | | | | | | |
| | The successful bidder will be required to complete | job within 60 calendar o | lays after | award | | | | |
| | Bids and Specifications are available on-line by | y going to the AHTD V | Web Site | $-\underline{\mathbf{W}}\mathbf{W}$ | w.arkans | ashighways.com | | |
| | and clicking on "Commodities and Services Bi | ds/Contracts Informati | on". Ta | bulatio | ons will a | lso be available at | | |
| | this site after award of bid/contract. If you hav | e any questions, call th | is office | 1 | | 67. | | |
| | (42-214) 58-01 & 58-04 | | | Т | OTAL BID | | | |

STANDARD BID CONDITIONS

M-17-019P

- 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.
- 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 3 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. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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.
- 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

State Highway and Transportation Department Arkansas The (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's 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 Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, 711), (Voice/TTY the following email address: or joanna.mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

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

ARKANSAS STATE HIGHWAY & TRANSPORTATION DEPARTMENT LITTLE ROCK, ARKANSAS EQUIPMENT & PROCUREMENT DIVISION

| Bid No. M-17-019P | | | BIDDER: | | | |
|-------------------|-----------------|----------------|---------|-------------|--|--|
| ITEN | A NO. DE | SCRIPTION | | | | |
| | PAY ITEMS (IF N | <u>NEEDED)</u> | | | | |
| 1. | Materials | \$ | | | | |
| 2. | Trenching | \$ | per | linear feet | | |

3. Horizontal Boring \$_____ per ____ linear feet

Items must be priced individually but bid will be awarded by the Lump Sum.

DESCRIPTION

Retrofit existing light poles with LED fixtures. Retrofit existing soffit lights around the planning and annex buildings with LED fixtures. Retrofit existing wall pack light above the truck dock at the high rise building with an LED fixture. Installation of additional light poles utilizing LED fixtures. Removal of one existing light mounted to the face of the primary structure. The project located at the AHTD Central Complex – 10324 Interstate 30 – Little Rock, AR, 72209, is to be completed 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 <u>all</u> materials, labor, tools, equipment, machinery drayage, rigging, fees, permits and any and all incidental items required to provide a complete, in place and operating Facility.

EXPECTATION

All materials and workmanship are expected to meet local code as well as the minimum specification concerning quantity, color, placement and performance as provided in the attached layout/design and details and as communicated during the <u>mandatory</u> pre-bid meeting. <u>Minimum average illumination will be no less than 2.5 foot candles. All illuminaries will be compatable with web based controls for future utilization. Initial installation will ensure that all poles are controlled individualy with photo cells with fuse links at the base of each pole.</u>

GENERAL CONDITIONS

The applicable portions of the General Provisions of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2014, as amended by Supplemental Specifications, together with applicable Special Provisions, shall govern where appropriate.

DEFINITIONS

A. Wherever the term "Department" is used in these Specifications, it shall refer to the Arkansas State Highway and Transportation Department. All papers required for delivery to the Department shall be delivered to the attention of the Facilities Management Project Coordinator, Arkansas State Highway and Transportation Department Building, 10324 Interstate 30, Little Rock, Arkansas 72209. Other than bid, submittal data and other documents and correspondence should be submitted to the Facilities Management Project Coordinator. The Arkansas State Highway and Transportation Department and the Contractor are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

- B. The term "Project" includes the building structure, adjacent structures, together with all related appurtenances such as excavations, utilities, etc.
- C. The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the Plans or Specifications of this work.
- D. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- E. The laws of the place of building shall govern the construction of this Contract.

LOCAL CONDITIONS

Bidders are required to visit the site prior to submission of proposal to familiarize themselves with local conditions, including general characteristics of the site and accessibility of the work.

PRE-BID MEETING

A mandatory pre-bid meeting will be scheduled one week prior to the scheduled bid date. Bidders shall be notified by the Department of time, date and location.

PROGRESS SCHEDULE

Immediately after being awarded the Contract, the Contractor shall prepare an estimated Progress Schedule and submit same to the Department. It shall indicate the dates for the starting and completion of the various stages of construction.

SHOP DRAWINGS AND SAMPLES

The Contractor shall submit to the Department such shop and setting drawings and schedules as are required by the Specifications or that are requested by the Department. Shop Drawings submitted by the Contractor shall be prepared by a person thoroughly competent and qualified to prepare such Shop Drawings. Incomplete or poorly prepared Shop Drawings will be returned to the Contractor to be redrawn.

By submitting a Shop Drawing or Drawings, the Contractor represents and certifies that the above requirements have been complied with and that, in the review of the drawing or drawings by the Department, the Contractor will hold the Department harmless against claims for losses or injury caused by errors or omissions on the Shop Drawings made by the person, persons or company preparing these particular Shop Drawings.

The Contractor shall furnish for review, within two weeks, all submittals/samples required. The Department shall review such submittals/samples, with reasonable promptness, only for conformance with the design concept of the Project. The work shall be in accordance with selected submittals/samples.

The following schedule is to be used as a guide only and in no way limits the data that may be requested where there is question concerning the quality or proper function of a particular product or piece of equipment:

SHOP AND/OR LAYOUT DRAWINGS:

- (1) Reinforcing Steel for light pole bases
- (2) Concrete mix design for light pole bases
- (3) Pole light fixtures
- (4) Soffit light fixtures
- (5) Light poles (all types)
- (6) Boring / trenching layout

SAMPLES:

- (1) All light fixtures
- (2) Paint and/or Other Finish for light poles and fixtures
- (3) Finishes where selection is necessary

MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, sanitary and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both the result of the Contractor's workmanship and materials used shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Department harmless from loss of account thereof, including costs and attorney's fees.

PERMITS, INSPECTIONS, AND TAXES

The Contractor shall give all necessary notices; obtain and pay for all permits, licenses, certificates, inspection and other legal fees required and other costs in connection with his work, both permanent and temporary, including utility taps and/or connections; file all necessary plans; prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; and obtain required certificates of inspection for his work and deliver same to the Department.

The Contractor shall include in the work, without extra cost to the Department, all labor, materials, services, apparatus, drawings, and related items in order to comply with all laws, ordinances, rules and regulations, whether or not shown on the Plans and/or in these Specifications.

The Contractor shall include in his bid all State Sales Tax, Social Security Taxes, State Unemployment Compensation Insurance, and all other such items of like nature. It is the intent that the bid shall represent the total cost to the Department of all work included in this Contract.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Department and his agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder.

The obligations of the Contractor shall not extend to the liability of the Department, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Department, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

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.

SUPERINTENDENT: SUPERVISION

The Contractor shall furnish during progress of the work, a competent Superintendent acceptable to the Department and any necessary assistants. The Superintendent shall not be changed except with the consent of the Department, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Department shall not be responsible for the acts or omissions of the Superintendent or his assistants.

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 material.

CHANGES IN THE WORK

The Department, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the Conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in an emergency endangering life or property, no extra work or change shall be made by the Contractor unless in pursuance of a written order from the Department and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one (1) or more of the following ways:

- A. By estimate and acceptance in a lump sum. The Contractor shall be required, if called upon, to furnish the original bills and payrolls and support the statement with proper affidavits. The burden of proof of the costs rests upon the Contractor.
- B. By unit prices named in the Contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee, to be computed according to above formula.

DEDUCTIONS FOR UNCORRECTED WORK

If the Department deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall remove from the premises all work condemned by the Department as failing to conform to the Contract, whether incorporated or not, and the Contractor shall replace and re-execute his own work in accordance with the Contract and without expense to the Department and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

THE DEPARTMENT'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Department, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

PAYMENTS WITHHELD

In addition to other appropriate justification therefore as authorized by law, the Department may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another contractor.

DAMAGES

Should either party to this Contract suffer Damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

LIENS

The satisfaction of all Liens (including but not limited to labor, material, worker's compensation and otherwise) arising out of this Contract and incurred by the Contractor or his Subcontractor shall be exclusive responsibility of the Contractor and/or the Contractor's bonding company and the Department shall have the right to withhold payment to the Contractor or recover from the Contractor and/or the Contractor's bonding company all damages, including costs and attorney's fees, as a result of liens being filed or asserted as a result of the performance of this Contract.

ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the Department.

SEPARATE CONTRACTS

The Department reserves the right to let other contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and determine any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and determine shall constitute an acceptance of the other contractor's work as fit and proper for the reception of this work, except as to defects which may develop in the other contractor's work after the execution of this work.

SUBCONTRACTS

The Contractor agrees that he is as fully responsible to the Department for the acts and omissions of his Subcontractors and suppliers and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Department.

USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workers to limits indicated by the Engineer, and shall not unreasonably encumber the premises with his materials.

CUTTING, PATCHING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the Plans and Specifications for the completed structure.

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 2014, as amended by Supplemental Specifications, and these Specifications. Any material not covered in the Specifications above shall be approved by the Engineer.

SUBSTITUTION OF MATERIAL

Where a definite material is specified, it is not the intent to discriminate against any equal product of another manufacturer. It is the intent to set a definite standard. Open competition is expected, but in all cases, complete data must be submitted on all proposed substitutions and samples shall be submitted for comparison and testing when requested.

No substitution shall be made unless authorized in writing by the Department. If the Contractor intends to substitute an equal product, he shall make this fact known, in writing, to the Department within thirty (30) days after the award of the Contract. Otherwise, the Contractor will be required to furnish materials and specialties of the brands named in the Specifications. Should a substitution be accepted and should the substituted material prove defective or otherwise unsatisfactory for the service intended and within the guaranty period, the Contractor shall replace this material or equipment with the material or equipment specified by name at no cost to the Department.

PLANS AND SPECIFICATIONS

Titles to Sections and Paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the Department for omissions or duplications by the Contractor, or his Subcontractor, due to real or alleged error in arrangement or matter in these Contract Documents.

The Contractor is cautioned to examine the Plans before submitting his bid, and in all cases large scale details shall take precedence over small scale general drawings. In cases where floor elevations are shown, they are to be checked back carefully against detailed sections, and the Contractor will be responsible for all heights shown or marked on small scale drawings.

PROPOSALS

All Bids shall be based upon the conditions at the site, the Specifications and the Plans for the Department's Job No. 42-20, and entitled "Central Complex and West Parking Exterior Lighting", Arkansas State Highway and Transportation Department. All bids shall include all general construction, plumbing and site improvement work required to remodel the existing and additional exterior lighting as per plan or specified by AHTD project management. The unit bids shall include all work shown on the Plans and called for in the Specifications. All bids shall be required to show separate line items – as follows (in addition to the Lump Sum Price):

- 1) Materials
- 2) Trenching quantity (linear feet)
- 3) Horizontal boring quantity (linear feet)

<u>Additional NOTE</u>: All bids are required to show quantity (linear feet) of trenching and quantity (linear feet) of horizontal boring as well as the cost associated for these Pay Items.

MEASUREMENTS

Before ordering any material or doing any work, the Contractor shall verify all Measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between architectural dimensions and the Measurements indicated on the drawings; any difference which may be found shall be submitted to the Department for consideration before proceeding with the work.

COLD WEATHER

All concrete masonry, painting, or other work subject to damage by cold weather shall not be executed when the temperature falls below forty (40) degrees F., except upon permission of the Department and their approval of measures taken to protect the work from freezing; said permission of the Department is not to relieve the Contractor his responsibility for damage which may occur to the work from cold weather.

CLEANING UP

The Contractor shall at the completion of the work, remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom-clean" or its equivalent.

CONDITION OF BIDDING

The Contractor represents, as a Condition of Bidding and Contracting for the Project, that he is thoroughly familiar with all of the processes and methods necessary to safely construct and complete the Project according to the Plans and Specifications, including all necessary safety measures to protect property and persons from injury and loss. Such representation includes, but is not limited to, the use of and methods required for all materials specified, soil test information, scaffolding, bracing, shoring, etc.

SANITARY ARRANGEMENTS

The Contractor, at the beginning of the work, shall provide on the premises a suitable temporary convenience and enclosure for the use of all workmen on the job, shall maintain same in sanitary condition and remove same and all its contents at the completion of the Project and when directed by the Department.

CONSTRUCTION PLANS

The Department will furnish five (5) sets of Contract Plans and Specifications, without cost, to the General Contractor for his use in constructing the work.

The General Contractor is to supply all Contract Plans and Specifications to his Subcontractors or material suppliers.

Additional sets or portions of Contract Plans and Specifications, beyond the five (5) sets furnished by the Department, that are requested by the General Contractor, will be furnished for the actual cost of printing at the General Contractor's expense.

FILE DRAWINGS

At the completion of this project, the General Contractor shall furnish to the Department a complete file of the final copies of all shop drawings used in the construction of this project.

COORDINATION OF WORK

As the work under this Contract includes the usual mechanical piping, ducts and grilles and electrical fixtures, the General Contractor shall give special attention to Coordination of Work by the various trades to provide uniform and symmetrical layout and spacing of the exposed components which will affect the finished architectural design and appearance. Where spacing and related locations are not specifically shown on the Plans, or where in doubt, the Contractor's Superintendent shall consult the Department's representative prior to installation of that part of the work. The location of electrical, telephone and radio control wiring outlets shall be verified with the Department prior to installation.

AS-BUILT DRAWINGS

The Contractor shall, during the progress of the work, keep an accurate record of all changes and corrections from the layouts shown on the Plans. Record of changes may be kept by accurately making all changes on a set of prints during the progress of the job. Exact location of all underground utility service entrances and their connections to utility mains as well as valves, etc., which will be concealed in the finished work, shall be accurately indicated on the Plans by measured distances. Upon completion of the work and prior to final payment, the Contractor shall furnish to the Department two (2) set of "As-Built" prints legibly and accurately marked to indicate all changes, additions, deletions, etc., from the Contract Plans.

FINALLY

It is the intention that this Section shall provide a complete installation except as hereinbefore specifically excepted. All accessory construction and apparatus necessary or advantageous in the operation and testing of the work shall be included. The omission of specific reference to any part of the work necessary for such complete installation shall not be interpreted as relieving this Contractor from furnishing and installing such parts.

GENERAL

<u>All</u> materials and workmanship, which are a part of this Contract, shall be warranted against defects and imperfections for a period of one (1) year from date of acceptance by the Arkansas State Highway and Transportation Department.

METHOD OF MEASUREMENT

Central Complex and West Parking Exterior Lighting complete and in place, as indicated on the Plans, as called for in these Specifications, or as directed by the Engineer and accepted, will be measured for payment by the "Lump Sum".

BASIS OF PAYMENT

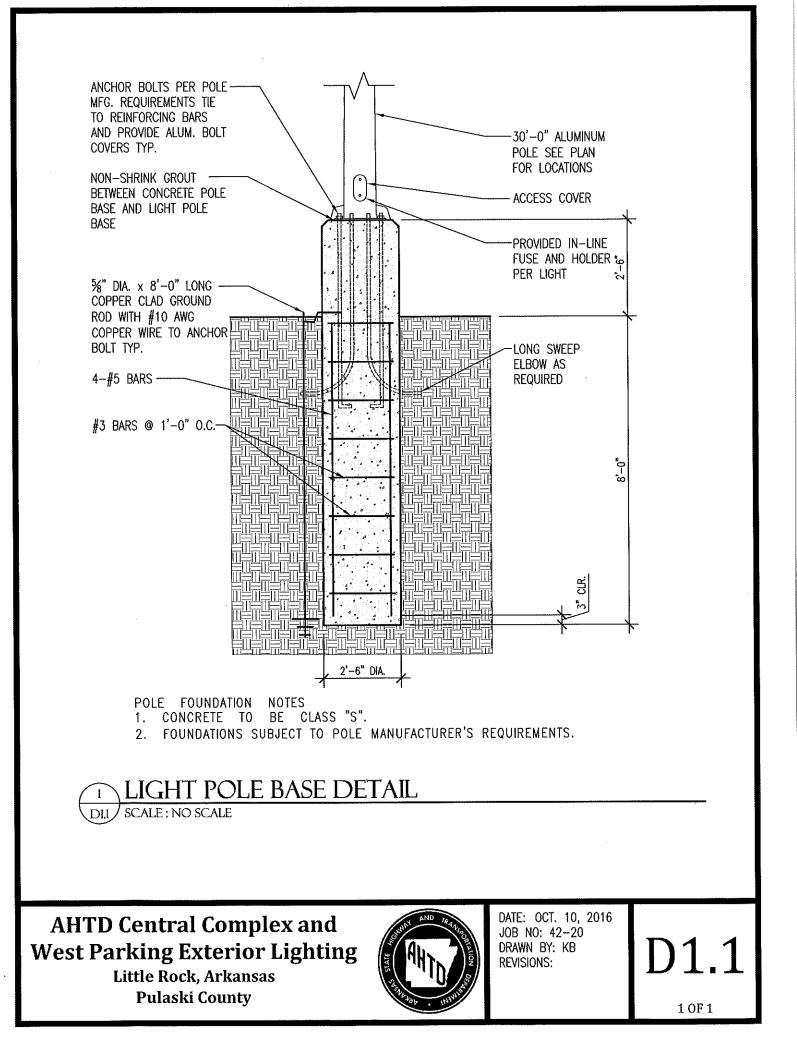
Work completed and accepted and measured as provided above, will be paid for at the lump sum price bid for "Central Complex and West Parking Exterior Lighting", which shall be full compensation for <u>all</u> materials, labor, tools, equipment, machinery, drayage, rigging, fees, permits, clean-up, guarantees and any and all incidental items required to complete the work.

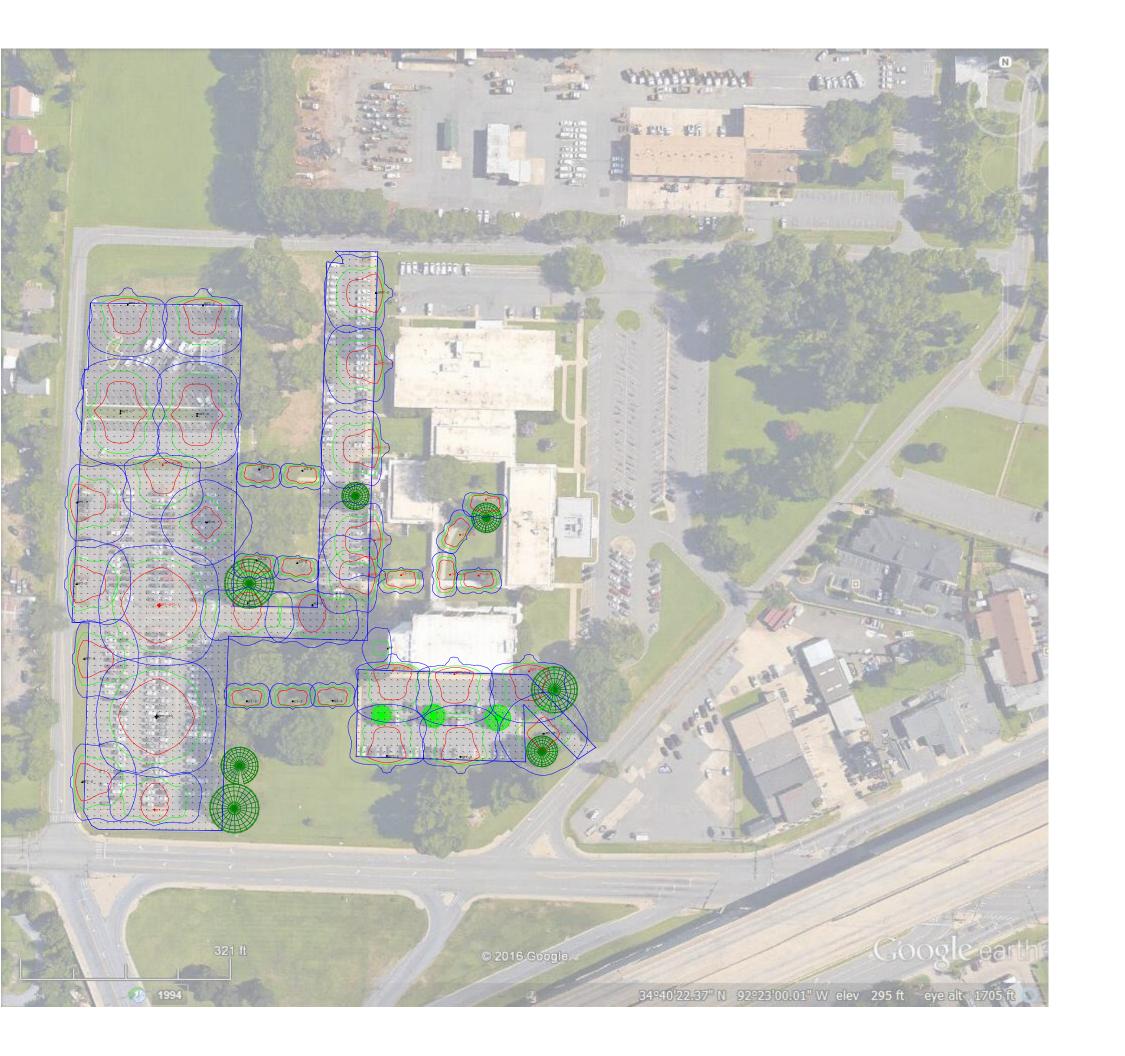
PAY ITEM

PAY UNIT

Central Complex and West Parking Exterior Lighting

Lump Sum





| Luminaire |
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Calculatio Label Object_Top Object_Top

| e Schedule | | | | | | | |
|------------|-----|-----------|----------------|-------|----------------------|------------|--|
| | Qty | Label | Arrangement | LLF | Description | Arr. Watts | |
| + | 1 | M3-S-X | SINGLE | 0.950 | XLCM-3-LED-HO-NW | 269.6 | |
| + | 8 | MFT-S-X | SINGLE | 0.950 | XLCM-FT-LED-HO-NW | 272.8 | |
| | 1 | MFT-Q90-X | 4 @ 90 DEGREES | 0.950 | XLCM-FT-LED-HO-NW | 1091.2 | |
| ÷ | 2 | M3-S | SINGLE | 0.950 | XLCM-3-LED-HO-NW | 269.6 | |
| | 1 | MFT-Q90 | 4 @ 90 DEGREES | 0.950 | XLCM-FT-LED-HO-NW | 1091.2 | |
| • | 2 | MFT-D | BACK-BACK | 0.950 | XLCM-FT-LED-HO-NW | 545.6 | |
| → | 9 | MFT-S | SINGLE | 0.950 | XLCM-FT-LED-HO-NW | 272.8 | |
| + | 2 | M5-S | SINGLE | 0.950 | XLCM-5-LED-HO-NW | 268.5 | |
| → | 7 | S3-S | SINGLE | 0.950 | XLCS-3-LED-HO-NW | 142.9 | |
| + | 5 | S3-S-X | SINGLE | 0.950 | XLCS-3-LED-HO-NW | 142.9 | |
| | 1 | WP | SINGLE | 0.950 | XLCW-FT-LED-HO-NW-UE | 54.4 | |

| ion Summary | | | | | | | | |
|-------------|-------------|-------|------|------|-----|---------|---------|--|
| | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min | |
| op | Illuminance | Fc | 2.71 | 33.9 | 0.1 | 27.10 | 339.00 | |
| 'op | Illuminance | Fc | 2.76 | 10.2 | 0.4 | 6.90 | 25.50 | |

INSTALLATION & ASSEMBLY INSTRUCTIONS XSL2 CROSSOVER[®] SOFFIT & CANOPY SERIES LUMINAIRE

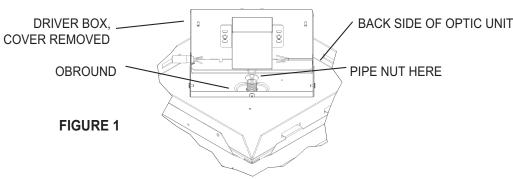
US & Foreign Patents Pending **SMARTVISION[®]**

- WARNING: Before proceeding, read all instructions carefully to insure proper and safe installation. WARNING: Risk of fire or electrical shock. Disconnect power before
- installing or servicing.
- WARNING: All wiring to be performed per National Electrical Code and local code by a qualified electrician.

IMPORTANT: If equipped with thermal protector (TP), for soffit installations only!

PRE-INSTALLATION SET UP (BOTH MOUNTING STYLES)

- 1. Unpack luminaire from packaging. Luminaire consists of optic unit, driver box with hardware bag inside, and mounting ring.
- 2. Place optic unit glass surface down. Be sure to protect surfaces.
- 3. Remove cover from driver box. Remove knockout from obround form in bottom panel of driver box.
- 4. With ballast box in hand, feed optic unit wires from nipple thru knockout hole in driver box.
- Remove pipe nut from optic unit and insert driver box on to pipe stem in optic unit. Aim driver box opening toward 5. corner of optic unit and re-install nut. See Figure 1.
- 6. Mount and secure driver box to optic unit nipple using supplied nut. IMPORTANT: DO NOT OVERTIGHTEN!



C-CHANNEL MOUNTING INSTALLATION (for DIRECT MOUNT INSTALLATION, see Page 2)

- 1. Attach both hinges to mounting ring using supplied #10-16 x 3/8" screws. Drive screws from the inside, through the ring, and in to the hanger. See Figure 2.
- 2. Prepare ceiling opening. See Figure 2 and directions below:
 - A. Locate position of ceiling opening and cut to minimum 15-1/4" maximum 15-1/2" square.
 - B. Slip C-channels thru hanger brackets. Run C-channel thru appropriate grooves, depending on depth.
 - C. Slip C-channels thru corresponding grooves on both sides for level installation. Be sure hanging bracket flanges are positioned outward to allow for luminaire entry.
 - D. Flip hangers on trim into vertical position and slip upward into horizontal grooves in hanger brackets.
 - E. Position ring flush with ceiling and secure by running self-drilling screw thru middle hole of hanger bracket and slot in middle of hanger. The slot in the hanger is provided to allow a flush mounting of the ring and ceiling.
 - F. To lock hangers, install self-drilling screws (provided) thru each hanger and hanger bracket (pilot holes already located 1/2" down and 1/2" left of center).



LSI Industries Inc

Company with a Smart Vision 10000 Alliance Road Cincinnati, Ohio 45242 (513) 793-3200 Fax 513-793-0147 www.lsi-industries.com





Listed to UL1598 Luminaire Suitable for damp locations

HINGE &

SCREW

FIGURE 2

(driver box and other

C-Channel not shown)

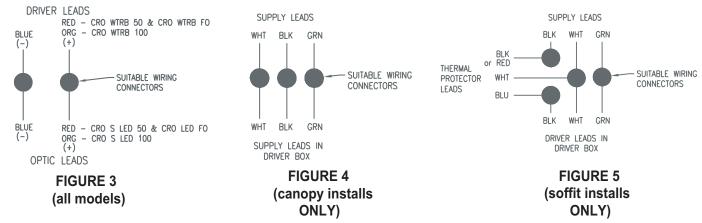
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RING

INSTALLATION & ASSEMBLY INSTRUCTIONS, cont'd. XSL2 SERIES LUMINAIRE

C-CHANNEL MOUNTING INSTALLATION, cont'd. (for DIRECT MOUNT INSTALLATION, see below)

3. Lift optic unit/ballast box assembly up to installed ring. Position so as to access wiring connections inside ballast box. 4. Make secondary, then primary, driver wiring connections. See Figures 3, 4, and 5 below. Re-install driver box cover. IMPORTANT: Supply wire rating must be equal to or exceed the temperature specified on the luminaire's product label. IMPORTANT: Drivers marked "Advance" can be used on any luminaire unit. Follow wiring instructions on driver.



DIRECT MOUNT INSTALLATION (for C-CHANNEL MOUNTING INSTALLATION, see Page 1)

- 1. Prepare ceiling opening. See Figure 6 and directions below: A. Locate position of ceiling opening and cut to minimum 15-1/4" maximum 15-1/2" square.
 - B. Position ring flush with ceiling and secure using appropriate fasteners (not supplied). Four (4) drill points are provided on face of ring. An alternate securing method is to use cables or screws on (2) inside bent legs of ring. Neither cables nor screws provided.

FIGURE 6

2. Lift optic unit/ballast box assembly up to installed ring. Position so as to access wiring connections inside ballast box. 3. Make secondary, then primary, driver wiring connections. See Figures 3. 4, and 5 above. Re-install cover. IMPORTANT: Supply wire rating must be equal to or exceed the temperature specified on the luminaire's product label. IMPORTANT: Drivers marked "Advance" can be used on any luminaire unit. Follow wiring instructions on driver. 4. Insert frame tabs in slots on optic unit. Pivot optic unit down until securely latched. Optic unit should be seated squarely in ring.



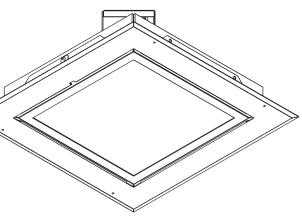
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C-CHANNEL

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5. Insert frame tabs in slots on optic unit. Pivot optic unit down until securely latched. Optic unit should be seated squarely in frame.



Installation Questions? Call LSI Field Service Department at: 1-800-436-7800 Ext. 3300 Fax: 1-877-861-1368