

STANDARD BID CONDITIONS

M-05-130P

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

SPECIAL PROVISION

LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following tables:

FIXED DATE PROJECTS		
ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 50,000	\$ 90
50,000	100,000	120
100,000	500,000	260
500,000	1,000,000	310
1,000,000	2,000,000	475
2,000,000	5,000,000	500
5,000,000	10,000,000	725
10,000,000	-----	750

WORKING DAY PROJECTS		
ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 50,000	\$ 400
50,000	100,000	510
100,000	500,000	770
500,000	1,000,000	850
1,000,000	2,000,000	1210
2,000,000	5,000,000	1440
5,000,000	10,000,000	1650
10,000,000	15,000,000	1960
15,000,000	20,000,000	2130
20,000,000	-----	2690

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIFICATIONS
JOB 42-03
WEST PULASKI AREA HEADQUARTERS NEW ROOF
LITTLE ROCK, ARKANSAS**

SCOPE

Work under this item shall consist of a "new roof over existing roof", including all trim, gutters, downspouts, and miscellaneous ceiling insulation installation and repair, at the District 6 West Pulaski Area Headquarters located at 9001 Mabelvale Pike in Little Rock, Arkansas. All work for the complete West Pulaski Area Headquarters New Roof shall be 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, caulking, drayage, rigging, fees, permits, and any and all incidental items required to complete the work.

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 existing structures and contents and accessibility of the work.

PERMITS

The Contractor, if awarded the Contract for the West Pulaski Area Headquarters New Roof, shall obtain and also pay for all permits required, shall give all legal notices, and shall pay for all fees and taxes required for the work.

EXAMINATION OF BUILDING, PLANS AND SPECIFICATIONS

The Contractor shall examine the Building to be reroofed and the Plans and Specifications and shall become fully informed as to the extent and character of the work to be performed. No consideration will be given to alleged misunderstanding of materials to be furnished or work to be required under this Contract. Submission of a proposal is an implied consent to the conditions of these Specifications and of the Plans.

PROTECTION OF EXISTING FACILITY

The Contractor is advised that the work is to be performed in and on existing building which is occupied. The Contractor shall exercise care and caution to prevent interference with those working in this facility. The Contractor is also advised that he is responsible for protecting the existing facility and occupants against damage or injury from his workmen, work in progress, or the elements.

SCHEDULING AND COMPLETION OF WORK

The Contractor shall schedule his work so as to create a minimum amount of inconvenience to the normal work routine of the District Personnel.

ACCESS TO THE WORK

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

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, 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 workmen during the performance of the work.

CONTRACT TIME LIMIT

The Contractor shall begin within ten (10) days after notice to begin and shall complete the work within sixty (60) working days after notice to begin.

QUALITY OF MATERIAL

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

SUBSTITUTION OF MATERIAL

It is intended that the Contractor have the option of substituting a material or appliance that will perform the function equally as well as the one 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 the Contractor receives written approval.

DELIVERY AND PROTECTION OF MATERIALS

Delivery, protection and acceptance of materials at the work site shall be 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.

WARRANTY

The West Pulaski Area Headquarters New Roof shall be guaranteed for materials and workmanship for a period of one (1) year from date of acceptance by the Arkansas Highway and Transportation Department, except as noted in "Materials and Construction Methods".

MATERIALS AND CONSTRUCTION METHODS

GENERAL

This work shall include: supplying and installing a roof on an existing roof, including eave and rake trim; new and repaired insulation under existing roof deck, including over skylights with vapor barrier; re-attaching/re-adhering existing insulation to under roof deck; new guttering and downspouts; new boots for any roof penetrations; all clean-up; and furnishing all labor, tools, material, machinery, hardware, lifting and safety devices, fasteners, caulk, paint and all incidental items required for the complete new roof.

MATERIALS

1. Panels shall be McElroy Masterlock-90, 3" Trapezoidal Standing Seam or approved equivalent. Panels shall be 24 gauge Galvalume, 24" wide; color to be as directed by the Engineer.
2. Subgirts shall be 7/8" high, 18 gauge, installed on 5' (maximum) centers.
3. Fasteners to be long life self-drilling screws; with neoprene washers, where exposed to the weather.
4. Roof cap rake and eave trim shall be 24 gauge, broken, as required to proper form and match supplied roofing system; color to be as directed by the Engineer. Gutters and downspouts shall be 4" (minimum) gutter with matching downspout in accordance with manufacturer's standards; color to be as directed by the Engineer; Gutters shall be 24 gauge. Downspouts shall be 26 gauge, 4" x 3" size.

INSTALLATION

Roof shall be swept cleaned and subgirts to be installed with self-drilling screws at 5'- 0" (maximum) on center, or as required by the manufacturer. Roof system shall be installed after subgirts in accordance with manufacturer's recommendations and instructions for 2/12 roof pitch. Insulation under existing roof shall be 2" vinyl-backed fiberglass insulation. Repair existing as required. New insulation to be installed under roof and secured to roof deck to prevent sagging. The amount of new insulation to be installed is approximately 1500 square feet. New boots for flues, vents, and any other roof penetrations shall be furnished and installed. Flashing for power vents shall be furnished and installed in accordance with roofing system manufacturer's requirements.

INSTALLER'S GUARANTEE

All materials and workmanship, which are a part of this Contract, including any roof leakage, shall be warranted for a period of one (1) year from date of acceptance by the Arkansas Highway and Transportation Department. Any leaks incurred to be repaired by installer at no cost to the Department.

WARRANTY

A manufacturer's Warranty for a period of not less than twenty (20) years of the maximum term available, whichever is greater, with full cost of replacement per square liability sum available, starting from date of final acceptance by the Owner of the completed roofing system.

The Guarantee shall be issued and approved by the materials manufacturer. Surety Company Bonds are not acceptable. The Contractor shall submit two (2) copies of the Roof Guarantee, on manufacturer's standard print form, to the Owner.

METHOD OF MEASUREMENT

West Pulaski Area Headquarters New Roof, 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".

Additional Insulation, if installed, above the 1500 square feet as called for in the Specifications, including removal and disposal of existing, surface preparation, installing, and adhering, will be measured for payment by the "Square Foot".

BASIS OF PAYMENT

Work completed and accepted under this item and measured as provided above, will be paid for at the lump sum price bid for "West Pulaski Area Headquarters New Roof ", which price shall be full compensation for all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, clean-up, guarantees and any and all incidental items required to complete the work, up to and including 1500 square feet of new roof insulation, to the satisfaction of the Engineer.

Insulation removed, disposed of, replaced and adhered to bottom of roof, in excess of 1500 square feet, will be paid for at the square foot price bid for "Additional Insulation", which price shall be full compensation for all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, clean-up and any and all incidental items required to complete the work, to the satisfaction of the Engineer.

PAY ITEM

PAY UNIT

West Pulaski Area Headquarters New Roof
Additional Insulation

Lump Sum
Square Foot

