

STANDARD BID CONDITIONS

H-10-039A

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 James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

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
SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MIX MATERIALS
BID FORM

CONTRACT NO.: **H-10-039A**

BIDDER: _____

Separate Bid Form must be submitted for each separate plant location.

Plant Location _____ Telephone _____

Prices shall be bid per ton - FOB State Trucks at plant location. Prices bid are subject to discount of _____% for payment of invoices within _____ days.

Item (9) is the price per ton per mile (excluding material price) for bidder to haul material to AHTD designated location. Delivery time is negotiable. AHTD reserves the right to select delivery option.

Material furnished must meet the applicable requirements of AHTD Standard Specifications of **2003** and attached Special Provision and Supplemental Specifications (Specifications are accessible on our web site at www.arkansashighways.com) as noted herein.

- | | | | | |
|----|--|-------------------------|-------------------------|-------------------------|
| 1. | ACHM Base Course
Section 405 | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |
| 2. | ACHM Binder Course
Section 406 | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |
| 3. | ACHM Surface Course(12.5 mm)
Section 407 | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |
| 4. | ACHM Surface Course (9.5 mm)
Section 407 | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |
| 5. | ACHM Surface Course(12.5 mm)
Section 407
(Limestone Aggregate) | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |
| 6. | ACHM Surface Course (9.5 mm)
Section 407
(Limestone Aggregate) | _____ w PG64-22 per ton | _____ w PG70-22 per ton | _____ w PG76-22 per ton |

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MIX MATERIALS
BID FORM

CONTRACT NO.: **H-10-039A**

BIDDER: _____

- | | | |
|-----|--|-----------------------|
| 7. | Asphalt Concrete Cold Plant Mix
MC-250 Cutback – Section 411 | _____
per ton |
| 8. | Asphalt Concrete Cold Plant Mix
Winter Grade – Section 411 | _____
per ton |
| 9. | Asphalt Concrete Cold Plant Mix
Inverted Emulsion {approved by the state
Maintenance Engineer} Section 411 | _____
per ton |
| 10. | Haul Price | _____
per ton/mile |

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MIX MATERIALS
BID INFORMATION

CONTRACT NO.: **H-10-039A**

1. The Arkansas State Highway and Transportation Department, hereinafter referred to as “the Department,” will enter into a term contract with the successful bidder(s) to furnish requirements of various Asphalt Concrete Cold Plant and Hot Mix Materials for the period set forth in the Bid Invitation.
2. Bid shall be submitted on the form furnished herewith. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation. Bids received after the date and time set for opening will be returned unopened to the bidder.
3. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted provided written request to do is filed with the Equipment and Procurement Division prior to the time set for opening bids. Telegrams, faxes or letters received before time set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening bids.
4. The Department reserves the right to enter into agreement with as many bidders as may be necessary to assure an adequate supply of material to meet statewide requirements.
5. Under terms of this contract, the Department is not obligated to purchase any specific quantity or to make purchases at any specific time during the contract period.
6. Transportation cost and/or length of haul will be taken into consideration in placing individual orders.
7. Where awards are made to corporations organized in states other than Arkansas, bidders shall at their own expense furnish a certified copy of certificate of authority and license to do business in Arkansas, which will remain on file with the Department. No contract will be executed in favor of such corporation until certificate shall have been furnished.
8. Material must be certified as meeting applicable specifications, in accordance with subsection 102.14 of the Standard Specifications, prior to acceptance.
9. If a contract supplier should move a plant or wish to supply from another certified plant, the Department may elect to purchase material meeting required specifications from the new location, upon written request from the contract supplier, if prices are equal to or below the contract price bid by that supplier.

CONTRACT NO.: **H-10-039A**

10. If a contract supplier is unable to load and start shipment of materials within seventy-two (72) hours after receipt of an individual order, he shall immediately notify the ordering District and the Department's Equipment and Procurement Division in Little Rock. In such event, the Department shall have the right to cancel the order and purchase the material on the open market. Any increase in cost occasioned by purchasing the material from other than the contract supplier may be billed to the contract supplier or deducted from payments due. This provision is not intended to allow any supplier 72 hours to make shipments of material ordered where immediate shipment is designated and required to avoid loss to the State.
11. Invoices for material furnished should be submitted to the headquarters of the District ordering the material. Invoices submitted to the Little Rock Central Office will cause delay in payments.
12. The Department reserves the right to cancel this contract, or any part thereof, upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, prices bid shall remain in effect for the contract term.
13. Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. Vendors would not be required to sell to any such entity under this Contract, and those entities would not be obligated to purchase from the Contract.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The Highway Department would remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department would be held harmless of any and all liability arising from such transactions.

*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLY CONTRACT NO.: **H-10-039A**

The following Special Provision, Supplemental Specifications and Sections of the *Standard Specifications for HIGHWAY CONSTRUCTION, Edition of 2003*, shall apply. (Specifications are accessible on our web site at www.arkansashighways.com)

<u>SECTION NO.</u>	<u>TITLE</u>
105	Control of Work
109	Measurement and Payment
404	Design and Quality Control of Asphalt Mixtures
405	Asphalt Concrete Hot Mix Base Course
406	Asphalt Concrete Hot Mix Binder Course
407	Asphalt Concrete Hot Mix Surface Course
409	Materials and Equipment for Asphalt Concrete Plant Mix Courses
410	Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Binder and Surface Courses
411	Asphalt Concrete Cold Plant Mix

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. **H-10-039A**
ASPHALT CONCRETE HOT MIX AND COLD MIXES

Sections 109, 405, 406, 407, 409, 410, and 411, of the *Standard Specifications for HIGHWAY CONSTRUCTION, Edition of 2003*, are hereby amended as follows:

Subsections 405.06, 406.05, and 407.05, Method of Measurement are amended to provide that ACHM Base Course, ACHM Binder Course, ACHM Surface Course (12.5 mm & 9.5 mm), and ACHM Surface Course (12.5 mm & 9.5 mm, Limestone Aggregate) respectively, will be measured by the ton of mix.

The requirements of subsection 109.01(f) Measurement of Quantities will apply to this contract.

Subsections 405.07, 406.06, and 407.06, Basis of Payment are amended to provide that the following listed pay items will be paid for at the unit price bid per ton for the respective item.

Payment will be made under:

Pay Item	Pay Unit
1. ACHM Base Course Section 405	Ton
2. ACHM Binder Course Section 406	Ton
3. ACHM Surface Course(12.5 mm) Section 407	Ton
4. ACHM Surface Course (9.5 mm) Section 407	Ton
5. ACHM Surface Course(12.5 mm) Section 407 (Limestone Aggregate)	Ton
6. ACHM Surface Course (9.5 mm) Section 407 (Limestone Aggregate)	Ton
7. Asphalt Concrete Cold Plant Mix MC-800 Cutback - Section 411	Ton
8. Asphalt Concrete Cold Plant Mix Summer Grade - Section 411	Ton

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. **H-10-039A**
ASPHALT CONCRETE HOT MIX AND COLD MIXES

For the items ACHM Surface Course (12.5 mm) (Limestone Aggregate) and ACHM Surface Course (9.5 mm) (Limestone Aggregate), **Subsection 409.01**, is amended by deleting Wearing Surface Aggregate requirements in Table 409-1 and NOTE 1.

Subsections 410.01 Description, 410.03 Preparation of Mixture, 410.06 Transporting (if applicable) will apply to this contract. **Subsections 410.02, 410.04, 410.05, 410.07, 410.08, 410.10, 410.11 and 410.12** will not apply to this contract.

Subsection 410.09, Acceptance of the Pavement and Adjustments in Payment is amended as follows:

The Contractor must be on the Department's Qualified Products List for Certified Suppliers of Hot Mix Asphalt and/or Cold Mix Asphalt Producers for Maintenance Supply Contracts and furnish specification material in accordance with the Certification Agreement.

All sampling and testing for acceptance and adjustments will be performed by the Contractor, with the Department performing sampling and testing for verification. Acceptance and adjustments of a standard lot will be based on the average of the Contractor's 4 tests performed on that lot. Acceptance of partial lots or sublots will be based on the Contractor's acceptance sampling and testing. Acceptance of ACHM courses will not be based on the results of tests for pavement smoothness but will be based on the results of tests for the properties listed in Table 410-1 except for density. The Department will perform all tests for acceptance and adjustment on material used to replace material removed by the Supplier.

Asphalt Concrete Hot mixes meeting these applicable Special Provisions and *the Arkansas Standard Specifications for HIGHWAY CONSTRUCTION, Edition of 2003*, may be furnished at the respective bid price per ton of mix for all items in this Supply Contract. Asphalt Concrete Hot Mix designs that are currently approved and that comply with the 2003 Standard Specifications may be used or transferred for use under this Supply Contract.

For the item ACHM Surface Course, **Section 407**, ACHM designs accepted by another state may be allowed for use when an Arkansas mix is not being produced provided the designs and acceptance samples exhibit properties within AHTD specification ranges.

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. H-10-039A
ASPHALT CONCRETE HOT MIX AND COLD MIXES

Section 411 is hereby amended by adding the following:

Subsection 411.05 Quality Control and Acceptance.

The Contractor must be on the Department's Qualified products List for Certified Suppliers of Hot Mix and/or Cold Mix Asphalt Producers for Maintenance Supply Contracts and furnish specification material in accordance with the Certification Agreement.

Subsection 411.06, will not apply to this contract.

Subsection 411.08, Basis of Payment is hereby deleted and the following substituted therefor:

Work completed and accepted, will be paid for at the unit price bid per ton (metric ton) for Asphalt Concrete Cold Plant Mix, which price shall be full compensation for furnishing materials; for heating and mixing; for furnishing acceptable mix designs; for performing quality control and acceptance sampling and testing; and for all labor, equipment, tools, and incidentals necessary to complete the work.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

ASPHALT CONCRETE COLD PLANT MIX

Section 411 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The requirement “Mineral Filler 3.0% minimum” of Table 411-1, Design Requirements for Asphalt Concrete Cold Plant Mix, is hereby deleted.