



## STANDARD BID CONDITIONS

## H-16-223P

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. 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.
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 Joanna P. McFadden, 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: [Joanna.Mcfadden@ahtd.ar.gov](mailto: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 AND TRANSPORTATION DEPARTMENT

CONTRACT NO. H-16-223P – UNDERDRAIN FLUSHING AND REHABILITATION

BID INFORMATION

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1. The Arkansas State Highway and Transportation Department (hereinafter called the “Department”) will enter into a term contract with the successful bidder to furnish Underdrain Flushing for the period set forth in the Bid Invitation.
2. Bids 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 so 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, corrected, or otherwise changed after the time set for opening bids.
4. The Department reserves the right to cancel this contract, in whole or in part, upon giving the vendor thirty (30) days notice of its intention to terminate the contract. Upon giving of such notice, the contract shall be automatically terminated as the date given in said notice.
5. It is estimated that approximately 250,000 Linear Feet will be serviced but the Department is not obligated for any specific quantity or for any specific time during the contract period.
6. 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****SPECIAL PROVISION****UNDERDRAIN FLUSHING AND REHABILITATION**

**DESCRIPTION:** This item shall consist of the use of hydraulic pressure to extricate any foreign material, soil, rocks, vegetation, animals, or other impediment to the flow of water from the underdrain pipe. Rodent screens shall be removed to allow access of the flushing apparatus to the pipe and shall be cleaned and repaired or replaced as needed upon completion of the flushing process.

**CONSTRUCTION METHODS:** All work shall comply with the 2014 edition of the Standard Specifications for Highway Construction, all its supplements and Special Provisions and as modified within these following notes:

1. Contractor shall be required to begin work within fourteen days of being notified by the Engineer.
2. The Engineer will designate where the work is to be performed by log mile to log mile in the direction of the flow of traffic.
3. Outlet protectors are located off the shoulder of the roadway, half way between the edge of the paved shoulder and the flow line of the side drain. These locations are identified by a 1 foot long, 4 inch wide white pavement marking placed perpendicular to the lane at the edge of the pavement.
4. In super-elevated sections the outlets will be located off the shoulder on the low side of the roadway as indicated by the location marker on the edge of pavement.
5. The Contractor shall remove (and replace) the rodent screen for access to the 4" PVC lateral portion of the underdrain and remove all debris within the lateral drain and the 4" perforated drain placed along the pavement edge. The Contractor shall provide all water required for the cleaning process.
6. The Contractor shall inspect for any drain-related pipe malfunction by injecting sufficient water into the drain to verify drainage. All non-functioning underdrain or lateral outlet pipes detected during the flushing operation shall be documented and reported to the Engineer for scheduling.
7. Scheduled underdrain flushing shall be performed continuously until complete.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT****SPECIAL PROVISION****UNDERDRAIN FLUSHING AND REHABILITATION**

**EQUIPMENT:** The Contractor shall furnish suitable highway water-flushing equipment and accessory items necessary for efficient operation and completion of the required work (including 175' pipe flushing reaches). The equipment shall have water jetting capabilities of 80 GPM @ 2000 PSI through a 1" diameter hose. All of the Contractor's equipment shall clearly display the Contractor's name and phone number on each side of the vehicle.

All equipment shall conform to all Federal, State and Local laws, regulations and ordinances for noise, water and air pollution controls and all Occupational Safety and Health Administration (OSHA) regulations.

All equipment shall be inspected and approved by the Engineer prior to the work beginning. Any previously approved equipment that the Engineer determines to no longer perform as required shall be removed from operation and/or repaired before resuming flushing operations.

**SCHEDULING:**

- A. Work hours shall be at the discretion of the Engineer.
- B. The Engineer may temporarily suspend work activities during periods of inclement weather, during special events or in Maintenance and Construction work zones.
- C. This contract shall run from Date of Award to June 30, 2016.
- D. The limits may be altered or portions eliminated upon notification by the Engineer.

**TRAFFIC CONTROL AND SAFETY:** The Contractor shall maintain traffic and all traffic control devices according to these notes, the State of Arkansas currently adopted edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Specifications.

All cost of traffic control shall be included in the unit bid price for Underdrain Flushing.

Lighting will be required for all nighttime work and all costs are to be included in the unit bid price for underdrain Flushing.

Any work requiring lane closures in excess of 30 minutes on Interstates or Controlled Access Highways having an ADT greater than 30,000 shall be accomplished during the hours of 8:00 p.m. and 6:00 a.m. This includes the setup and removal of all traffic control

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

**SPECIAL PROVISION**

**UNDERDRAIN FLUSHING AND REHABILITATION**

measures. Any intrusion of equipment into the travel lane requires a lane closure in accordance with the Manual on Uniform Traffic Control Devices. All work shall be governed by this Special Provision or as directed by the Engineer.

Lane closures will not be allowed during special events or as directed by the Engineer. Allowable lane closure times include the setup and removal of all traffic control measures. **All Interstate and Interstate ramp lane closure requests shall be submitted in writing ten days prior to the needed closures for approval. Electronic Mail (e-mail) will be considered an acceptable form for a written request.** When lane closures are allowed, the Engineer has the authority to instruct the contractor to open the lane to traffic at any time he feels this may be required to avoid traffic or other problems.

Traffic flow around the work in progress shall be maintained. All work shall be accomplished with the traffic flow instead of opposite traffic. All traffic control measures shall be in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices and furnished by the Contractor.

**METHOD OF MEASUREMENT: DRAIN AND PIPE CLEANING**

Underdrain flushing will be measured by the linear foot.

**BASIS OF PAYMENT:** Work completed and accepted and measured as provided above will be paid for at the contract unit price which shall be full compensation for performing the specified work; for providing traffic control; for proper disposal of all collected material; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

**ITEM**

**PAY UNIT**

Underdrain Flushing

Linear Foot

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

**Flushing and Clean-Out of  
Interstate Underdrain Systems  
District 8**

**Johnson, Pope, Conway, & Faulkner Counties**

**ROUTE 40 SECTIONS 21, 22, 31, & 32**



**ARKANSAS HIGHWAY DIST. 8**

