

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: Contract No. H-17-203P

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

Bid Opening Date: May 24, 2016 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on Page 2 of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____
Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
	<p>Contract for furnishing to the Arkansas State Highway and Transportation Department requirements of <u>Concrete Pavement Leveling and Undersealing</u> at pricing set forth on the attached Bid Form and in accordance with attached Specifications. The Contract shall be limited to a one year period from the beginning of the month following the award of the Contract with an option to renew upon mutual agreement of both parties.</p> <p>FOB: Statewide</p> <p>ALL OR NONE BIDS <u>ONLY</u> WILL BE CONSIDERED.</p> <p>The Bid Invitation, Bid Form and Specifications are parts of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.</p> <p>It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by the Department either in whole or in part, shall consider this bid a contract agreement bound under these conditions. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas.</p> <p>Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 3 on page 2 of Bid Invitation.</p> <p>Performance Bond in the amount of \$5,000.00 will be required of successful bidder prior to providing goods/services. <u>Personal and company checks are not acceptable as Performance Bonds.</u> See Condition 3 on page 2 of Bid Invitation.</p> <p>TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.</p>				

STANDARD BID CONDITIONS

H-17-203P

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
 CONTRACT FOR CONCRETE PAVEMENT LEVELING
BID FORM

CONTRACT NO. H-17-203P

BIDDER _____

Prices bid herein are subject to discount of _____% for payment of invoices within _____ days.

The contract will be awarded based on the lowest Total for Award. The Total for Award will be the sum total price bid for an estimated quantity of Items 1, 2 and 3 below.

ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANT. FOR BID	PRICE FOR AWARD
1.	Polyurethane for Raising and Undersealing [max. depth below slab – three (3) inch (0.25 ft.)]	per lb.	_____	<u>5000 lbs</u>	_____
2.	Maintenance of Traffic (Day)	Each	_____	<u>1 Ea.</u>	_____
3.	Maintenance of Traffic (Night)	Each	_____	<u>1 Ea.</u>	_____
				Total for Award	_____

**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@arkansashighways.com.

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

SPECIAL PROVISION

CONCRETE PAVEMENT LEVELING AND UNDERSEALING

DESCRIPTION: This item shall consist of leveling or undersealing Portland cement concrete pavements and bridge approach slabs at locations shown on the plans or designated by the Engineer. This work shall include drilling injection holes, placing of material, testing and surveying to control the lift of the pavement, saw cuts, traffic control, cleanup, and other related work.

The work shall be statewide.

The total amount of polyurethane estimated to be used during the term of this contract will be as needed. The Department reserves the right to cancel the Contract before the one year term of the contract or limit the amount of polyurethane.

The Contractor shall assume full liability for traffic hazards that might be created by his/her operation and save harmless the Arkansas State Highway and Transportation Commission in all respects.

CONTRACTOR PRE-QUALIFICATION REQUIREMENTS: The contractor and field supervisor assigned to this project shall have a minimum of three years of experience in performing pavement leveling using polyurethane foam and a minimum of 20 projects on which the contractor and field supervisor assigned to this project have successfully performed this type of work. Prior to beginning work, the contractor shall submit certification to the engineer that the contractor meets the minimum required experience. The certification shall include a listing of previous clients with contact names and phone numbers.

MATERIAL: The material for leveling or undersealing shall be a water blown, closed cell, high density polyurethane system with the following physical characteristics and properties:

A. PROPERTIES

Technical Property	Requirements
Density, min., per ASTM D1622 (air rise)	3.0 lbs/ft ³ (48kg/m ³)
Compressive strength, min., per ASTM D 1621	40 psi (276 kPA)
Density, max., per ASTM D1622 (air rise)	3.2 lbs/ft ³ (51 kg/m ³)
Curing Rate	90 percent of compressive strength within 30 minutes after injection

The material shall be a high-density polyurethane material, such as URETEK 486 STAR, NORTEX 003 or equivalent as approved by the engineer. The material shall be a polyurethane-forming mixture, having water insoluble diluents, which permit the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane foam with improved dimensional stability properties. This formula and these characteristics must be certified by the manufacturer.

The material shall have a warranty against shrinkage and deterioration for a period of ten years. During the warranty period, the manufacturer shall replace by injection any failed material at the manufacturer's expense.

Acceptance of the polyurethane material will be based on certification and results from tests required by the engineer.

The contractor shall provide to the engineer certification from the manufacturer stating that the material provided meets this special provision. The MSDS for all pertinent production material shall be included with the certification.

B. APPLICABLE DOCUMENTS

	ASTM Test Methods
<u>Type Test</u>	<u>ASTM Designation</u>
Compressive Strength	D1621
Water Absorption	D2842
Density	D1622
Dimensional Stability	D2126
Flexural Strength	D790
Fungus Resistance	G21
Coefficient of Expansion	D696
Shear Strength	C273
Solvent Resistance	D543

EQUIPMENT: The minimum list of equipment required shall be as listed below and shall not preclude the use of additional equipment.

- A. A drill, capable of drilling 9/16 to 3/4 inch diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
- B. A self-contained pumping unit capable of storing, proportioning, blending, and injecting the polyurethane formulation under the concrete pavement. The equipment will be of size and nature to control the rate of rise of the pavement.
- C. Pumping units shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.
- D. Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
- E. A laser leveling unit, straight edge or string line to ensure that the concrete is raised to an even plane and/or to the required elevation.

CONSTRUCTION METHODS: The Contractor will be required to begin work within thirty (30) calendar days of notification from the Engineer that work is required and will be notified in writing each time it is necessary to perform work. A list will be enclosed with the notification which includes the location and length of each installation. This list will be an estimate only and may be adjusted once work begins. The outlined work must begin within 30 days of the written notice and must be completed within 30 days of beginning the work. When the Contractor completes all of the specified work at a location, an inspection will be made.

The Department will guarantee to make available to the Contractor work requiring at least an estimated 5,000 lbs. of polyurethane each time he/she is notified to perform work. The number of times the Contractor will be notified to perform work and the amount of work to be performed each time will depend on the total volume of work during the contract period. The work required under each notification will be confined to either one Department District or two or more adjacent Districts to achieve the minimum estimated quantity of 5,000 lbs.

All drill tailings, excess polyurethane material and other debris shall be cleaned up at the end of each working day or before the lane is opened to traffic. When adjacent lanes are open to traffic, provisions shall be made to prevent material from encroaching onto the open lane or squirting onto passing vehicles. Polyurethane material shall not enter into gutters or closed drainage systems. Suitable means to restrict the infiltration of the residue into a closed drainage system shall be provided. Polyurethane material shall be removed from the pavement surface before any residue is blown by traffic action or wind. All removed material shall be disposed of in an environmentally acceptable manner in accordance with all federal, state and local regulations.

Corrections to the grade of adjacent slabs, if necessary, or as determined by the engineer, shall be made in accordance with this special provision. All leveled pavement shall match the existing grade of adjacent slabs to provide positive drainage. Final elevations of leveled pavement areas shall be within 1/4 inch (0.02 FT) of the required elevations as determined by the profile or the engineer.

The contractor will be responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the contractor's work. The contractor shall repair any subject areas to the satisfaction of the engineer at the contractor's expense.

The contractor shall be responsible for all traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Maintenance of Traffic will be measured and paid for by the day or night, whichever is applicable.

The roadway may be open to traffic within 30 minutes of final injection when the polyurethane material has reached 90 percent of the material's designed compressive strength.

Work to level and underseal Portland cement pavement under this item shall not be performed when pavement surface temperatures are below 35° F or if the subgrade and/or base course material is frozen.

In the event the Engineer determines that continued material placement at any specific location is no longer economically feasible, he may direct the Contractor to cease at that location.

The construction methods outlined above may be modified by the Engineer as field conditions dictate.

The Contractor shall use such approved measures as are necessary to keep all pavement surfaces adjacent to the actual operation in progress reasonably clean at all times.

The pavement, including adjacent shoulders, shall be cleaned to the satisfaction of the Engineer prior to the placement of traffic on the work area.

LEVELING AND UNDERSEALING: The 9/16 to 3/4 inch diameter holes shall be drilled in the concrete slab in the following manner: A series of holes shall be drilled at six to eight foot intervals throughout the concrete slab.

These holes shall be drilled to a depth sufficient to penetrate the concrete pavement. Subsurface penetration shall not exceed 3 inches below the base of the slab. When drilling holes, the drills shall be held as nearly perpendicular as possible to the pavement surface. No more holes shall be drilled during a day's operations than can be filled during the same day, unless specific approval is given by the Engineer. Irregular or unsatisfactory holes which cannot be satisfactorily used shall be filled and new holes shall be drilled. An air drill may be substituted for the electric drill.

The Contractor shall exercise sufficient precautions during all operations to insure that slabs are not broken or cracked. Slabs that are locked and will not lift shall be released by making a full-depth transverse saw cut as directed by the Engineer. Any slab that develops a crack that extends through the drill hole will be considered to have been damaged during the process of the work and it shall be repaired or replaced at no cost to the Department. Repair or replacement will be in accordance with techniques approved by the Engineer.

The Contractor shall perform adequate surveys of the areas proposed for re-grading to determine the existing profile grade line elevations. The Contractor shall use this data to develop and present to the Engineer for approval a proposed revised profile grade line. The revised profile grade line shall be approved prior to beginning any work on an area designated for re-grading. The approved revised profile grade line shall then be used to guide the leveling of each area proposed for re-grading.

The polyurethane shall then be injected under the slab. The amount of rise shall be controlled by the pumping unit and injection gun, by measuring the rate of injection of the polyurethane material. The Contractor shall be responsible for any excessive or uneven pavement movement and shall replace or repair any damaged areas as directed by the Engineer. When the injection nozzle is removed from the hole, any excessive polyurethane material shall be removed from the area and the hole sealed with the polyurethane material or a quickset concrete patch.

METHOD OF MEASUREMENT: The polyurethane material shall be measured by the pound of material actually placed using weigh tickets and/or a certified flow meter approved by the Engineer. Maintenance of Traffic shall be measured by either daytime or nighttime operations.

BASIS OF PAYMENT: Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per pound for polyurethane for raising or undersealing which price shall be full compensation for drilling, temporary plugging, and final sealing of holes in the concrete slabs; for securing and furnishing all materials including all royalty, freight, and storage involved; for pumping the material into the voids under the concrete slabs; for clean up and for all labor, tools, equipment and incidentals necessary to complete the work. Maintenance of Traffic shall be paid for at the contract unit price bid per day or night, whichever is applicable.

PAYMENT WILL BE MADE UNDER:

<u>Pay Item</u>	<u>Pay Unit</u>
1. Polyurethane for Raising and Undersealing PCC Concrete Slab [max depth below slab – three (3) inch (0.25 ft.)]	Pound
2. Maintenance of Traffic (Day)	Each
3. Maintenance of Traffic (Night)	Each