

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
PROPERTY MANAGEMENT  
UNDERGROUND STORAGE TANK CLOSURE  
CONTRACT BID**

**Job CA0602  
FAP M001-0302-268  
I-530-Hwy. 67 (Widening & Reconst.)  
(I-30 & I-40) (F)  
Route 30 Section 23  
Pulaski County  
Tract 18X**

Notice is hereby given that on, **August 19, 2020**, at **11:00 a.m.**, the Arkansas Department of Transportation (ARDOT) will offer by bid the following underground storage tank system closure contract. Work must be **completed thirty (30) days after issuance of the Work Order**:

**SEE ATTACHED WORK LIST AND SKETCHES**

Items listed on the Work List are **estimates** of work to be completed. Determination of the extent of work necessary for complete removal of the underground storage tank system is strictly the responsibility of the bidder. Bid price shall reflect actual quantity of materials to be removed. Bidders are strongly encouraged to inspect the premises prior to bidding to verify the quantity.

The contractor shall comply with all local, state and federal laws associated with this work.

**Scope of Work:** REMOVAL AND DISPOSAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEMS: Tank removal prices shall include normal excavation of the UST(s) and tank bed, all liquids, associated piping with the dispensers and dispenser island(s), backfill all voids, soil sampling, and paper work as if it were a non-contaminated site. The contractor will remove from the premises all combustible materials, construction material, and all other rubbish, including shrubbery and trees, which are removed to facilitate operations. The contractor shall endeavor to avoid unnecessary damage or destruction of trees, shrubs, and plants. Contractor will not leave any ruts or large pieces of debris on this job site. All materials removed must be disposed of in an Arkansas Department of Energy Environmental (AEE) approved landfill. The tanks and piping must be disposed of in accordance with AEE Regulation 12 and the Federal Regulation 40 CFR 280. The contractor must file a thirty (30) day notice with AEE, UST Division.

**Contractor Responsible for Utilities:** Contractor must call Arkansas ONE CALL for location of utilities at this job site. In the event that utility service lines are disconnected, destroyed or otherwise impaired in any way by reason of performance of this operation by the contractor, the contractor, at contractor's expense, will provide adequate substitute utility service in lieu of those affected and/or pay for the repairs of damaged utility services.

**Contractor Accepts All Liability:** Contractor accepts the responsibility of all liabilities incurred during these operations and will take all reasonable safety precautions to protect surrounding properties and pedestrian traffic. The work site must, at all times, be kept in a generally safe and sanitary condition. The premises will be left in a generally level, safe, and sanitary condition, and in which it can be mowed and maintained safely.

**Insurance:** Contractor must include with their bid evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability, and Property Damage. In no way will ARDOT be responsible in case of accident. All premiums and costs shall be paid by the Contractor. Failure to include evidence of insurance may result in a rejection of the bid.

**Total Bid Price:** Bid price must be firm and not subject to escalation, and shall include all costs including but not limited to: permits, taxes, labor, equipment, material, license, and insurance necessary to complete the work. All unit prices and total prices in the worklist and additional items list must be completely filled out and calculated correctly. Failure to include prices, and/or errors in calculation may result in a rejection of bid.

**Payment:** Payment of this contract will be made after the provisions of this document, the Work List, Special Provisions, and Appendices are fulfilled and the work is finally accepted by Property Management. No partial payments are allowed.

**Performance Bond:** If contract is in the amount of \$20,000.00 or more, contractor will be required to provide a performance bond issued by a surety company in the full amount of the contract within seven (7) business days of notification of award. 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 this document, the Work List, Special Provisions, and Appendices are fulfilled. In accordance with Arkansas Code Annotated §22-9-402, surety bonds must be issued by a surety company that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. If a qualifying bond is not received by ARDOT within seven (7) business days of notification of award, contract may be cancelled and awarded to another bidder. Contractor is not permitted to begin any work until the Department has confirmed acceptance of the bond.

**Time is of the Essence:** All work must be completed within thirty (30) calendar days after the issuance of the Work Order. Contractor must give written notice to ARDOT, as soon as possible, of the reason for any delay in completion of the work. ARDOT has the right to extend the completion date if, in the opinion of ARDOT, reasons appear valid. If reason or delivery date is unacceptable, vendor is in default.

**Liquidated Damages, Default, and Forfeiture of Bond:** Failure to complete the work within the time allotted or in accordance with the specifications of this document will result in liquidated damages at the rate of \$120.00 per day and, at ARDOT's discretion, default of contract. Default in completion of the work or failure to meet specifications authorizes ARDOT to cancel award or any portion of same, to reasonably purchase services elsewhere and to charge full increase, if any, to defaulting contractor. Applicable bonds may be forfeited. Liquidated damages will be assessed beginning the first day following the date by when work must be completed.

**Ethical Standards:** In accordance with Arkansas Code Annotated §19-11-708, the following statement must be conspicuously set forth in all contracts and solicitations costing more than ten thousand dollars (\$10,000.00): "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 or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.”

**Restriction of Boycott Israel Certification:** Pursuant to Arkansas Code Annotated §25-1-503, a public entity **shall not** enter into a contract valued at \$1,000.00 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. Contractor must complete and return the Restriction of Boycott of Israel Certification form with their bid. Failure to include the certification may result in a rejection of the bid.

**Prohibition of Employment of Illegal Immigrants:** Pursuant to Arkansas Code Annotated §19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>. Contractor must complete and return the Illegal Immigrant Certification with their bid. Failure to include the certification may result in a rejection of the bid.

**Contract Grant Disclosure and Certification Form:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency. The Contract Grant Disclosure and Certification Form must be returned with the bid. Failure to include the certification may result in a rejection of the bid.

**Contractor's License:** Arkansas Code Annotated §17-25-101 requires a contractor's license to submit a bid for demolition when the cost of the work to be done is \$50,000.00 or more. If contractor's bid amount is \$50,000.00 or more, contractor must include a copy of their license with submission of the bid document. Failure to include a copy of the contractor's license may result in a rejection of the bid. The contractor must be certified by AEE to perform UST system closures.

**Non-Discrimination:** Contractor will perform all services in compliance with Title VI of the Civil Rights Act of 1964 and the provisions of “Appendix A and E” that are attached and made a part of the contract.

## **NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (ARDOT) 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 ARDOT does not discriminate on the basis of race, sex, color, age, national origin, disability, religion (*not applicable as a protected group under the FMCSA Title VI Program*), LEP, or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT'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@ardot.gov](mailto:joanna.mcfadden@ardot.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.

**Right to Reject Any and All Bids:** ARDOT reserves the right to reject any and all bids.

**Past Performance:** A contractor's past performance with the Department may be used to determine if the contractor is "responsible." Bids submitted by a contractor determined to be non-responsible will be disqualified.

**Binding Bid:** Upon acceptance of this bid by authorized ARDOT personnel, this bid will become a binding contract between the bidding contractor and the Arkansas State Highway Commission. Contractor hereby agrees to accept from the Arkansas State Highway Commission the Total Bid Price set forth herein as full payment of the contract when all the above listed services have been performed in accordance with this document to the satisfaction of the Arkansas State Highway Commission.

**Special Instructions:**

1. The tanks on the property are not registered in the name of the Arkansas Department of Transportation. The contractor will be responsible for: registering the tanks in the name of the Arkansas Department of Transportation, taking appropriate soil samples, submitting the samples to an accredited lab, and supplying ARDOT with the lab results. The contractor will be responsible for submitting the necessary paperwork to the AEE for the closure of the UST system. The contractor will be responsible for backfilling the voids left from removing the tanks and all lines associated with the UST system.
2. ARDOT will require a separate bid invitation/contract if the lab results indicate that the soil samples are above the acceptable threshold and additional excavation is needed.
3. The contractor shall saw cut the concrete slab(s) to remove the tanks and associated piping. The contractor shall compact the fill material and replace the old concrete with approximately 6 inches of finished concrete. The location of the piping may vary. It will be the responsibility of the contractor to saw cut a trench to each of the dispensers, remove the piping, and replace the old concrete with new, finished concrete. All new concrete should be the same grade and level with the existing concrete. The contractor shall use concrete wire in the voids. The contractor shall also use a fiberglass-concrete mix.
4. This contract may have a thirty (30) to sixty (60) day delay before the Work Order is issued and the contractor can begin work.
5. The contractor shall notify the ARDOT Property Manager and the local inspector for AEE seven days prior to beginning any work at the site.

Facility ID #: **60001841**

Name: **Superstop #220**

Number of Tanks/per AEE: **2**

Known Tank Sizes: **one 6,000 gallon tanks and one 10,000 gallon tank**

**Email, Mail, or Fax Bids To:**

**Arkansas Department of Transportation  
P.O. Box 2261, Right of Way Division, Rm. 702  
Little Rock, AR 72203-2261  
Attn: Property Management**

**Fax number is (501)569-2018**

**If emailing your bid, please scan all pages and email to [sherman.whittle@ardot.gov](mailto:sherman.whittle@ardot.gov). Please do not send pictures of the documents. Bids with documents that are not legible will be rejected.**

**If mailing your bid, use the address listed above and label your envelope – “UST CLOSURE BID-JOB# CA0602, Tract 18X, Opening at 11:00 a.m., August 19, 2020”**

Please call the Department’s Property Manager at 501-837-8088 or 501-569-2318 for additional information.

Bids must be turned in by 11:00 a.m. on August 19, 2020 to be considered.

\_\_\_\_\_  
Total Bid Price

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
License #

\_\_\_\_\_  
Contact Person & Telephone #

\_\_\_\_\_  
Name, Address, Phone # of Disposal Site:  
\_\_\_\_\_

**ARKANSAS STATE HIGHWAY COMMISSION**

Approved Date: \_\_\_\_\_

Recommend award:

Concur:

Approved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sherman Whittle  
Property Manager

Cathy Mitchell  
Administrative Section  
Head

Jennifer R. Williams, P.E.  
Division Head of Right of Way

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
PROPERTY MANAGEMENT  
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CONTRACT BID**

**Job CA0602  
FAP M001-0302-268  
I-530-Hwy. 67 (Widening & Reconst.)  
(I-30 & I-40) (F)  
Route 30 Section 23  
Pulaski County  
Tract 18X**

**Work List of Project**

**Tract 18X, 800 East 6<sup>th</sup> Street  
Little Rock, AR**

	<u>Unit Price</u>	<u>Extended Price</u>
One (1) 6,000 gallon tanks	\$ _____ /EA	\$ _____
One (1) 10,000 gallon tank	\$ _____ /EA	\$ _____
Soil sampling, removal of dispensers and all piping		\$ _____
Finished concrete slab and trenches. (24ft X 18ft slab) (2ft X 8ft trench) (2ft X 24ft trench) (The dimensions listed above are approximate.)		\$ _____
<b><u>Total Lump Sum Price of UST System Closure</u></b>		<b>\$ _____</b>

**Additional Items:**

JOB# CA0602, Tract 18X

BIDDER: \_\_\_\_\_

**Each Additional Underground Petroleum Storage Tank System:**

<u>Pay Item</u>		<u>Pay Unit</u>
(Up to 1000 Gal.)	-----	\$
(1001 Gal. to 2999 Gal.)	-----	\$
(3000 Gal. to 5000 Gal.)	-----	\$
(5001 Gal. to 6999 Gal.)	-----	\$
(7000 Gal. to 8,999 Gal.)	-----	\$
(9,000 Gal. and Up)	-----	\$