

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

1.01 BIDDING DOCUMENTS.

- A. Bidders may obtain complete sets of Contract Documents from Milestone Construction. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Milestone Construction. is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all bids and to waive any formality.

1.02 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.

- A. Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

1.03 INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.

- A. All references to the Owner shall be interpreted to mean City of Rogers
- B. If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to DEMX Architecture, a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening.
- C. Address all communications regarding the Contract Documents to the Design Professional: DEMX Architecture, 104 N. East Ave., Fayetteville, AR 72701.
- D. Interpretation or correction of the Contract Documents will be made only by Addendum. Any addenda to the plans and/or specifications issued before or during the time of bidding will become a part of the Contract and receipt of same must be acknowledged by Bidder in his proposal.

1.04 SUBSTITUTIONS

- A. Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution
- B. In some cases, prior approval of material or equipment, or both shall be obtained from the Architect in order to obtain the desired color, size, visual appearance, and other features specified.

1.05 TYPE OF BID

- A. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance, and all other like items necessary to complete this project.
- B. Any estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work.

1.06 SUBCONTRACTORS

- A. Electrical License Requirement
 - 1. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. A Master or Journeyman Electrician shall supervise all electrical work and apprentice electricians on a one-to-one ratio.
 - 2. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.
- B. Pursuant to Ark. Code Ann. § 22-9- 404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Bidder.

1.07 MODIFICATION AND WITHDRAWAL

- A. Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Bidder's signature within 24 hours after bid opening.

1.08 DISQUALIFICATION OF BIDDERS

- A. The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.

1.09 APPLICABLE LAWS

- A. Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.
- B. Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has

BUILDING FOR ROGERS FACILITIES DEPARTMENT
ROGERS, AR

violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

- C. Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax-exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- D. State licensing laws for Contractors.
- E. Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the Owner and the State of Arkansas encourage all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- F. The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §14-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., and Ark. Code Ann. § 22-2-101 et seq.

1.10 EVALUATION and CONSIDERATION OF BIDS

- A. It is the intent of the Owner to award a Contract to the lowest responsive qualified bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds certified for the project by more than 25%. The Owner shall have the right to waive any formalities in a bid received and to accept the bid which, in the Owner's judgment, is in its best interests. The Owner shall have the right to accept any or all bids for a period not to exceed thirty (30) days.

1.11 EXECUTION OF CONTRACT

- A. The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the bidder in signing the proposal, represents that he has the financial ability and experience to carry out the work throughout its several stages within the time for completion set forth on the Bid Form.
- B. The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.
- C. The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

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BUILDING FOR ROGERS FACILITIES DEPARTMENT
ROGERS, AR

DOCUMENT 00 31 32
GEOTECHNICAL INFORMATION AVAILABL TO BIDDERS

PART 1 – GENERAL

1.01 PURPOSE

This section identifies information that was gathered solely for the use of the Designer, is not a Bidding Document, but is available for review by Bidders. Bidders have the entire responsibility for their interpretation and use of this information and shall not rely on the information for preparation of a bid.

1.02 SUB-SURFACE INVESTIGATION AND REPORT

- A. A sub-surface investigation has been performed at the project site.
- B. The Owner is not responsible for variations in the sub-surface conditions. Bidders shall decide for themselves the character of the material to be encountered.
- C. The report of the findings of this investigation is on file in the Geotech Engineer's office and may be reviewed there by any prospective Bidder of Record. Bidders should call ahead to schedule an appointment. A copy will be provided to any Bidder of Record upon request.

Geotechnical Engineer – Olsson Engineering
3537 N. Steele Blvd, Ste 310
Fayetteville, Arkansas 72703
479-527-0495

GEOTECHNICAL ENGINEERING REPORT
Rogers Recycling Center
Rogers, Arkansas
01/21/2026
Olsson Project No. 025-04961
Arkansas Certificate of Authorization # 1010

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

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