

**ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Contract Number: H-20-208H

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

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

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

Bid Opening Date: June 4, 2019 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: _____

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
	<p>Supply Contract for furnishing to the Arkansas Department of Transportation (hereafter called ARDOT) requirements of various Asphalt Concrete Cold Plant and Hot Mix Materials at pricing set forth on the attached Bid Form for the period from July 1, 2019 thru September 30, 2019 (3 months).</p> <p><u>FOB - STATEWIDE</u></p> <p>The Bid Invitation, Bid Form and Bid Information 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>For a bid to be accepted, the bidder must be certified on the Qualified Products List and furnish specification material in accordance with the Certification Agreement.</p> <p>It shall be understood that by submission of bid that bidder agrees to these conditions herein specified and, if bid is found acceptable by ARDOT 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>All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid.</p> <p>Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 4 on page 1 of Standard Bid Conditions.</p> <p>Performance Bond in the amount of \$5,000.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 4 on page 1 of Standard Bid Conditions.</p> <p>Bids and Specifications are available on-line by going to the ARDOT Web Site – www.ardot.gov 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> <p><u>TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.</u></p>

ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT 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.
3. **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.
4. **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 ARDOT 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 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. 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.
5. **TAXES:** The ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
6. **"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.
7. **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.
8. **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.
9. **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.
10. **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. Received common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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.
12. **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.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through 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, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the 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. 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.
17. **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.
18. **DISCLOSURE:** 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.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____
Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID
NAME: _____

FIRST NAME: _____

M.I.: _____

ADDRESS: _____

STATE: _____

ZIP CODE: _____

COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and 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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

<small>Agency Use Only</small>			
Agency Number _____	Agency Name _____	Agency Contact Person _____	Agency Contact Phone No. _____
			Contract or Grant No. _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 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.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Arkansas Department of Transportation
Description of product or service	H-20-208H/ Plant Mix Asphalt
Contractor name	

Contractor Signature: _____

Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	H-20-208H
AASIS Number	N/A
Description	Plant Mix Asphalt
Contractor name	

Contractor Signature: _____

Date: _____

Signature must be hand written, in ink

ARKANSAS STATE HIGHWAY COMMISSION
 ARDOT - SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MIX MATERIALS
BID FORM

CONTRACT NO.: H-20-208H

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 ARDOT designated location. Delivery time is negotiable. ARDOT reserves the right to select delivery option.

Material furnished must meet the applicable requirements of ARDOT Standard Specifications of 2014 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 |

NOTE: Warm Mix Asphalt (WMA) and Recycled Asphalt Shingles (RAS) may be used in accordance with the attached Special Provisions and as approved by the District.

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MIX MATERIALS
BID FORM

CONTRACT NO.: H-20-208H

BIDDER: _____

7. Asphalt Concrete Cold Plant Mix
MC-800 Cutback – Section 411

per ton

8. Haul Price

per ton/mile

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SUPPLY CONTRACT FOR ASPHALT CONCRETE COLD PLANT AND HOT MATERIALS
BID INFORMATION

CONTRACT NO.: H-20-208H

1. The Arkansas Department of Transportation hereinafter referred to as "ARDOT," 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. ARDOT 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, ARDOT 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 ARDOT. 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, ARDOT 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-20-208H

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 ARDOT's Equipment and Procurement Division in Little Rock. In such event, ARDOT 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. ARDOT 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 Department of Transportation 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. ARDOT 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 COMMISSION

ARDOT - SUPPLY CONTRACT NO.: H-20-208H

The following Special Provision, Supplemental Specifications and Sections of the *Standard Specifications for HIGHWAY CONSTRUCTION, Edition of 2014*, 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 COMMISSION
ARDOT - SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. H-20-208H
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 2014*, 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

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. H-20-208H
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 ARDOT'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 ARDOT 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. ARDOT 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 2014*, 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 2014 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 ARDOT specification ranges.

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - SPECIAL PROVISION TO ACCOMPANY SUPPLY CONTRACT NO. H-20-208H
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 ARDOT'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 therefore:

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 COMMISSION

SPECIAL PROVISION

JOB NO. XXXXXX

RECYCLED ASPHALT SHINGLES

DESCRIPTION: This specification covers the use of Recycled Asphalt Shingles (RAS) in Asphalt Concrete Hot Mix (ACHM).

MATERIALS: ACHM utilizing RAS shall meet all of the requirements of Sections 404, 409, 410, and 416, and the requirements of Section 405, 406, or 407 for the mixture type specified on the plans. The mix design will follow AASHTO MP 23-14 and AASHTO PP 78-14 except as follows:

- (1) A maximum of three (3) percent RAS by total mix weight will be allowed in any mix design. The amount of RAS will be included in the total Recycled Asphalt Pavement (RAP) percentage if RAP is used.
- (2) Shingle material shall be processed so that 100 percent passes the 3/8" (9.5 mm) sieve and ninety-five (95) percent passes the No. 4 (4.75 mm) sieve.
- (3) Pre-consumer, or manufacturer waste, shingles may be used in mix designs requiring PG 64-22 binder only.
- (4) Post-consumer, or tear-off, shingles may be used in mix designs requiring PG 64-22 binder only.
- (5) Pre- and post-consumer shingles may not be combined in mix designs.
- (6) Tear-off shingles shall be acquired from residential sources only, and shall have been produced after 1980. In no case shall a roofing material containing rubber or rubber-like polymer components be used as RAS in asphalt mixes.
- (7) When using tear-off shingles, one stockpile test per lot of mix shall be conducted to confirm the binder content and gradation of the RAS product, and the sample shall be representative of the RAS material entering the production process for the lot tested. Binder content and gradation shall be determined using AHTD 450 or AASHTO T 308. If AASHTO T 308 is used, the sample size shall be 400 grams, and the sample shall be oven dried to a constant mass (at a temperature not exceeding 140°F) prior to testing. Shingle fibers shall be removed from the extracted sample prior to gradation testing.

02/14/2011
02/27/2014

ARKANSAS STATE HIGHWAY COMMISSION

SPECIAL PROVISION

JOB NO.

WARM MIX ASPHALT

DESCRIPTION: ARDOT will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 410.03: Replace the third sentence with “WMA production temperatures at the plant shall be according to the Contractor’s approved mix design, but may be adjusted based on recommendations of the WMA additive/process manufacturer.”

Add the following paragraph: “Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology.”

Section 410.07: Replace the last sentence of the first paragraph with “Spreading and finishing temperatures shall be according to the Contractor’s approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F.”