

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

Contract Number: H-20-236H

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: December 10, 2019 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions 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
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ROADWAY SWEEPING

The Arkansas Department of Transportation (hereafter called "ARDOT") will receive sealed bids for Highway Sweeping in accordance with Special Provision for Roadway Sweeping, specifications and information attached to and made a part of this contract, for the period beginning from Date of Award thru December 31, 2020, with option to adjust mileage and/or renew in one year increments upon mutual agreement of the parties.

PROJECT LOCATION: Washington County (See Attachment)

Job No.: 4-943

Approximately 14 miles of sweeping.

Bid prices shall include all costs of performing this contract, but shall exclude taxes (See Condition 5).

Roadway Sweeping (See Attachment)	<u>Price per Mile</u>	<u>Total</u>
Interstate 49/Section 28 (13.29 Miles)	\$ _____	\$ _____
Highway 71/Section 17B (.53 Miles)	\$ _____	\$ _____
		*Total \$ _____

*PROJECT WILL BE AWARDED BASED ON TOTAL PRICE FOR ALL ROUTES/SECTIONS.

ALL OR NONE BIDS ONLY WILL BE CONSIDERED.

Bid Bond in the amount of \$1,000.00 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.

Performance Bond in the amount of \$1,000.00 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

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.

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.

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. Receipted 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 this 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 NAME: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NUMBER: _____

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 (<input checked="" type="checkbox"/>)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	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 (<input checked="" type="checkbox"/>)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	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 boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

Bid Number/Contract Number	H-20-236H
Description of product or service	Roadway Sweeping
Contractor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

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-20-236H
AASIS Number	N/A
Description	Roadway Sweeping
Contractor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

Arkansas State Highway Commission
Contract for Roadway Sweeping
BID INFORMATION

CONTRACT NO. H-20-236H

1. The Arkansas Department of Transportation (hereinafter referred to as the “Department”) will enter into a contract with the successful bidder (also referred to as the “Contractor”) to furnish requirements for Roadway Sweeping for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
2. Successful bidder must be covered by Workman’s Compensation Insurance, and Public Liability and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid Certificate of Insurance including name of insurance agent and agent’s telephone number must be furnished to the Department with 10 days of notice of award of the contract, if not already on file. Failure to provide such certification in a timely manner may result in cancellation of award and/or forfeiture of Bid Bond. Contractor will not be permitted to work until proper certification has been provided to the Department. Once proper certification has been provided, Contractor is responsible to provide timely information to the Department regarding any change, update, modification, renewal or cancellation of the required insurance during the contract term or any extension thereto.
3. Successful bidder is solely responsible for damages to persons and vehicles or other property (including that of the State) while fulfilling the requirements of this contract. No agency, board or commission of the State of Arkansas (including the Department and the Arkansas Highway Commission) assumes any liability, whatsoever for damages caused by the Contractor. All such claims must be handled by Contractor and Contractor’s insurance company. Contractor is expected to handle any claim arising from activities in fulfillment of this contract in a prompt and timely manner. Bidder shall furnish the name, address and phone number of the person (Contractor or designated employee) to be contacted in case of questions regarding damages resulting from Contractor’s operations in fulfillment of this contract.
4. Successful bidder shall notify the Department immediately if unable to begin or complete work in accordance with specifications. If Contractor cannot resolve the problems and fulfill contract obligations in a manner and time frame agreeable to the Department, the Department shall have the option of canceling the contract effective immediately and/or deducting the cost of completion of the work from any amount due the Contractor.
5. All work under this contract is subject to inspection and acceptance by the Department. Payment will be made only for work completed and accepted. No advance payment is permitted. Work completed and accepted under this contract shall be paid for at the price bid per mile (plus applicable state and local taxes, listed separately on invoice) and shall be full and complete compensation for furnishing all labor, tools, equipment and incidentals necessary to fulfill the contract requirements in a satisfactory and proper manner.
6. Invoicing may be submitted for payment no more than once during each cycle for work completed and accepted. Applicable taxes must be listed separate from price per mile on invoice. Invoicing shall be submitted to the District Office listed on the Bid Invitation.
7. Failure of Contractor to comply with any provisions of this contract may result in termination of the contract, prohibition of bidding on subsequent contracts, and other remedies provided by law. This contract is expressly subject to termination by the Department, for cause, upon giving the Contractor 30 days notice of intent, with reasons, to terminate.
8. Successful bidder is responsible for paying all involved employees, subcontractors, suppliers, and any applicable tax entities (State of Arkansas, city, county, etc.) in a prompt and timely manner.
9. This contract may be extended, at the original bid prices, upon the Department’s giving written notice to Contractor of desire to extend and receiving the Contractor’s agreement to the extension. Expiration date of any extension shall be the anniversary date of the original award. Extension may be made on an annual basis, not to exceed the maximum number of extensions permitted by State Law.
10. The amount of sweeping accomplished for each Route and Section can be increased or decreased upon the Department giving written notice to Contractor of desire to increase or decrease and receiving the Contractor’s agreement to this increase or decrease.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****ROADWAY SWEEPING**

DESCRIPTION: The work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris such as tire and metal fragments, hub caps, rocks, etc. accumulated on the roadway along curbs, paved shoulders, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges.

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. Monthly sweeping cycles shall consist of: **Inside shoulders** from the mainline travel lane edge to the barrier wall, bridge rail, guardrail, or outside edge of the paved shoulders; **Outside shoulders** from the mainline travel lane edge to the barrier wall, bridge rail, guardrail, or outside edge of the paved shoulders; **All gore areas and all interchange ramp shoulders** from the ramp edge lane lines to the barrier wall, bridge rail, guardrail, or outside edge of the paved shoulders.
2. Once the order in which the routes are being swept has been established it will be followed for the remainder of the contract, unless otherwise directed by the Engineer.
3. Sweeping for each section of road shall be accomplished on a schedule that will assure that the spacing between the beginnings of each cycle is constant throughout the entire life of the contract. For this contract, the sections of roadways requiring sweeping will be swept once a month for the life of the contract unless otherwise directed by the Engineer.
4. Sweepers shall operate at the unit manufacturer's recommended speed for highway sweeping. No excessive speeds will be allowed when the unit is in the sweeping mode. The water spray system shall always be engaged when the unit is in the sweeping mode.
5. Any debris found on the pavement surface or on top of grates in the areas specified to be swept shall be removed and disposed of by the contractor. Hand brooms and other small tools may be required to remove any dirt and debris not removed by the power sweepers. In addition, manual removal of larger debris shall be provided by the Contractor to facilitate the mechanical sweeping.

EQUIPMENT: The Contractor shall furnish all equipment necessary to perform the work within the specified time. Broom mechanical sweepers shall have a minimum 100 HP @ 2500 RPM diesel engine. All sweepers shall have a minimum 26,000 GVD and 10 foot sweeper path. All equipment shall be designed and operated with a water spray system to insure that dust does not create a traffic hazard. All sweepers shall be equipped with a centrifugal dirt separator at the air return outlet of the hopper. All of the Contractor's equipment shall clearly display the Contractor's name and phone number on each side of the vehicle.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****ROADWAY SWEEPING**

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 sweeping operations.

Hand brooms and other small tools may be required to remove any dirt and debris not removed by the power sweepers.

PROJECT SCHEDULING:

- A. All sweeping shall be performed between the hours of 8:00 P.M. to 6:00 A.M.
- B. The Engineer may temporarily suspend work activities during periods of inclement weather, during special events or in Maintenance and Construction work zones.
- C. Some work locations may be deleted due to construction projects taking place.
- D. The Engineer may request additional work and payment will be made at the unit price bid per mile.
- E. Sweeping shall run from January 1 to December 31.
- F. The limits of this contract may be altered or portions eliminated upon notification by the Engineer.

LIQUIDATED DAMAGES: This project shall be completed in its entirety by the end of each calendar year.

The Contractor shall advise the Engineer or his designated representative at least 3 business days prior to starting any sweeping cycle.

Any delay in beginning the contract activities on time resulting from the Contractor's failure to provide the proper equipment will be cause to deduct \$1,000.00 per day from monies due the Contractor, not as a penalty but as liquidated damages, from the time the equipment is rejected until the work begins.

The number of cycles to be completed during the life of the contract will be twelve (12). The maximum period of time allowed for the completion of an individual cycle will be two weeks. Sweeping for each section of road shall be accomplished on a schedule that will assure that the spacing between the beginnings of each cycle is constant throughout the entire life of the contract. At least 21 days must pass between monthly sweepings. If the time required between the start of each sweeping cycle established above is not adhered to, the next cycle may be deleted at the discretion of the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****ROADWAY SWEEPING**

Each sweeping cycle shall be a continuous operation once started until completion. A continuous operation is defined as the uninterrupted performance of work on successive working days until the completion of all of the work required.

In the event the cycle is not completed in the time period noted in this Special Provision, a deduction equal to the miles that were not completed shall be made from monies due the Contractor, not as a penalty, but as liquidated damages. In the event the Contractor fails to maintain a continuous operation, a deduction equal to five times the dollar value of the unit price the Contractor bid for Sweeping for each day the Contractor fails to work once the cycle has begun shall be made from monies due the Contractor, not as a penalty, but as liquidated damages. Any liquidated damages assessed for failure to complete sweeping within a stated cycle shall be cumulative (per cycle). Should the Contractor fail to complete the work required during a cycle, liquidated damages for that cycle shall be applied at that time and the Contractor shall begin the next cycle at the point the current cycle terminated before beginning the normal cycle sequence. This shall become the new cycle.

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 Roadway Sweeping.

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

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 10:00 p.m. and 6:00 a.m. This includes the setup and removal of all traffic control measures. Moving lane closures are considered "lane closures" and any intrusion of equipment into the travel lane requires a lane closure in accordance with the Manual on Uniform Traffic Control Devices. All other work schedules 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 ten days prior to the needed closures for approval.** 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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

ROADWAY SWEEPING

Uniform Traffic Control Devices and furnished by the Contractor. The Contractor shall furnish a self-motorized shadow vehicle separate from the sweeper. A sweeper cannot be utilized as a shadow vehicle. This shadow vehicle shall be equipped with a Truck Mounted Attenuator (TMA) that is designed to meet NCHRP 350 requirements TL3. As a minimum, the shadow vehicle will meet the TMA manufacturer's recommendation for mobile operation at the speeds encountered.

The sweeping unit and the shadow vehicle shall be equipped with flashing amber lights. The shadow vehicle shall be equipped with a Type C, 48" x 96" flashing arrow panel. Traffic control will be considered incidental to the work being performed and the cost thereof will be included in the price bid per mile.

DUMP SITES: All accumulated debris and rock materials swept or picked up by the Contractor will be removed from the right-of-way to a Class IV dump site facility with the Contractor being responsible for all fees where applicable. The Contractor shall supply the Engineer with copies of dump tickets for each cycle prior to any payments being made.

METHOD OF MEASUREMENT: Roadway Sweeping will be measured by the mile along the centerline of the mainlanes swept and cleaned free of all accumulated debris and foreign objects from the area between the edge of the traveled lanes and the face of the curb, barrier wall, bridge, guardrail or outside edge of the paved shoulder. The measurement will be to the nearest 0.01(one hundredth) mile and includes all curbs, paved shoulders, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges. Each roadway sweeping cycle will be measured separately.

The quantities shown on the plans will be considered as the final quantities and no further measurement will be made unless, in the opinion of the Engineer or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the plans and actual quantities due to changes in alignment or dimensions or to apparent errors.

BASIS OF PAYMENT: Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per mile for Roadway Sweeping, which price shall be full compensation for sweeping; 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
Roadway Sweeping	Mile

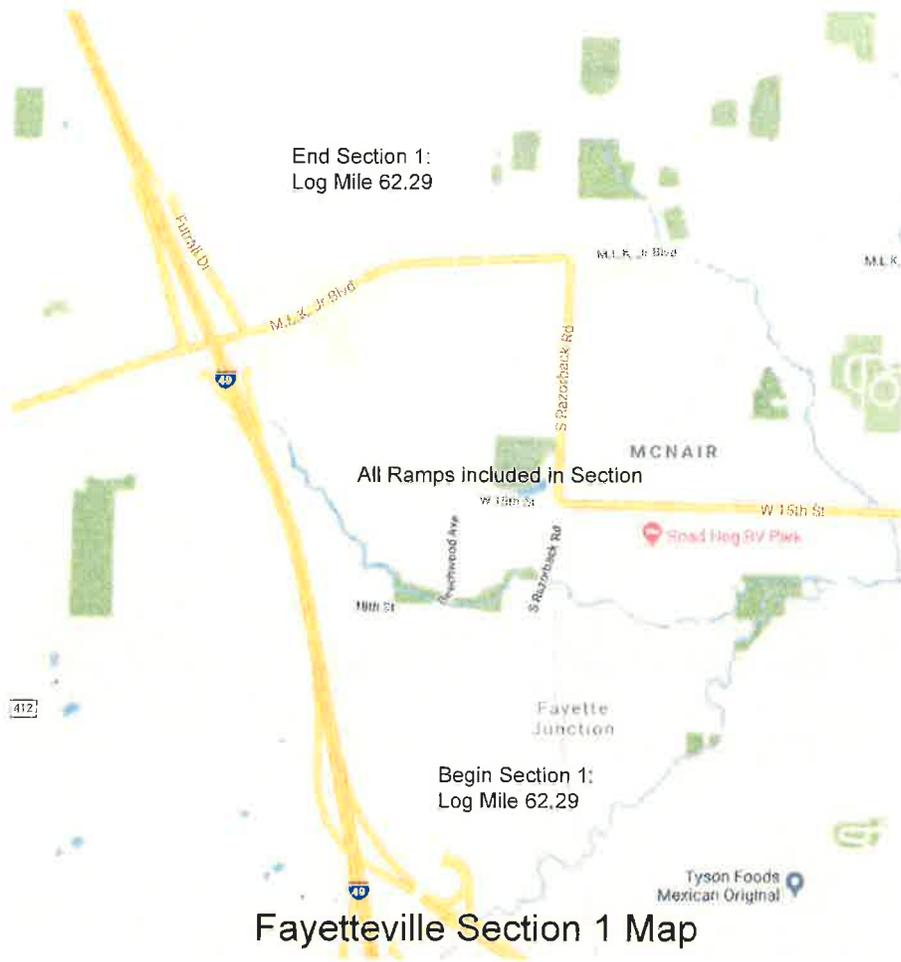
Fayetteville/Springdale Sweeping Quantities

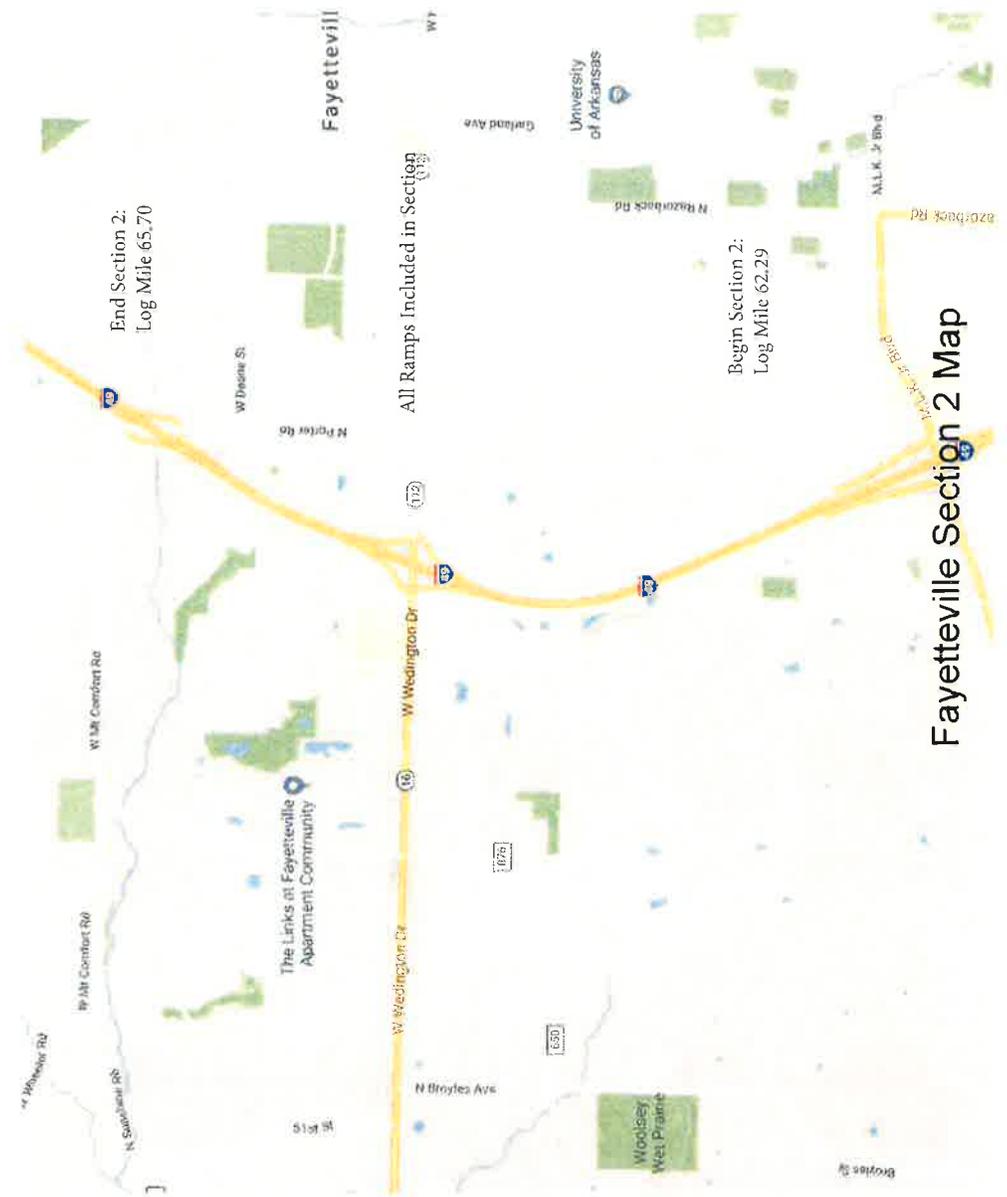
Section	Route	Section	Location	Beginning Log Mile	Ending Log Mile	Description	Miles
1	49	28	I-49	60.90	62.29	I-49 Main Lane & Ramp shoulders	1.39
2	49	28	I-49	62.29	65.70	I-49 Main Lane & Ramp shoulders	3.41
3	49	28	I-49	65.70	67.40	I-49 Main Lane & Ramp shoulders	1.70
4	49	28	I-49	67.40	74.19	I-49 Main Lane & Ramp shoulders	6.79
Total I49, Sec. 28							13.29
5	71	17B	Hwy. 71	0.00	0.53	71B Main Lane & Ramp shoulders	0.53
Total Hwy 71, Sec. 17							0.53
Total							13.82

Fayetteville/Springdale Sweeping Quantities

Section	Route	Section	Location	Beginning Log Mile	Ending Log Mile	Description	Miles
1	49	28	I-49	60.90	62.29	I-49 Main Lane & Ramp shoulders	1.39
2	49	28	I-49	62.29	65.70	I-49 Main Lane & Ramp shoulders	3.41
3	49	28	I-49	65.70	67.40	I-49 Main Lane & Ramp shoulders	1.70
4	49	28	I-49	67.40	74.19	I-49 Main Lane & Ramp shoulders	6.79
Total I49, Sec. 28							13.29
5	71	17B	Hwy. 71	0.00	0.53	71B Main Lane & Ramp shoulders	0.53
Total Hwy 71, Sec. 17							0.53
Total							13.82







End Section 2:
Log Mile 65.70

All Ramps Included in Section

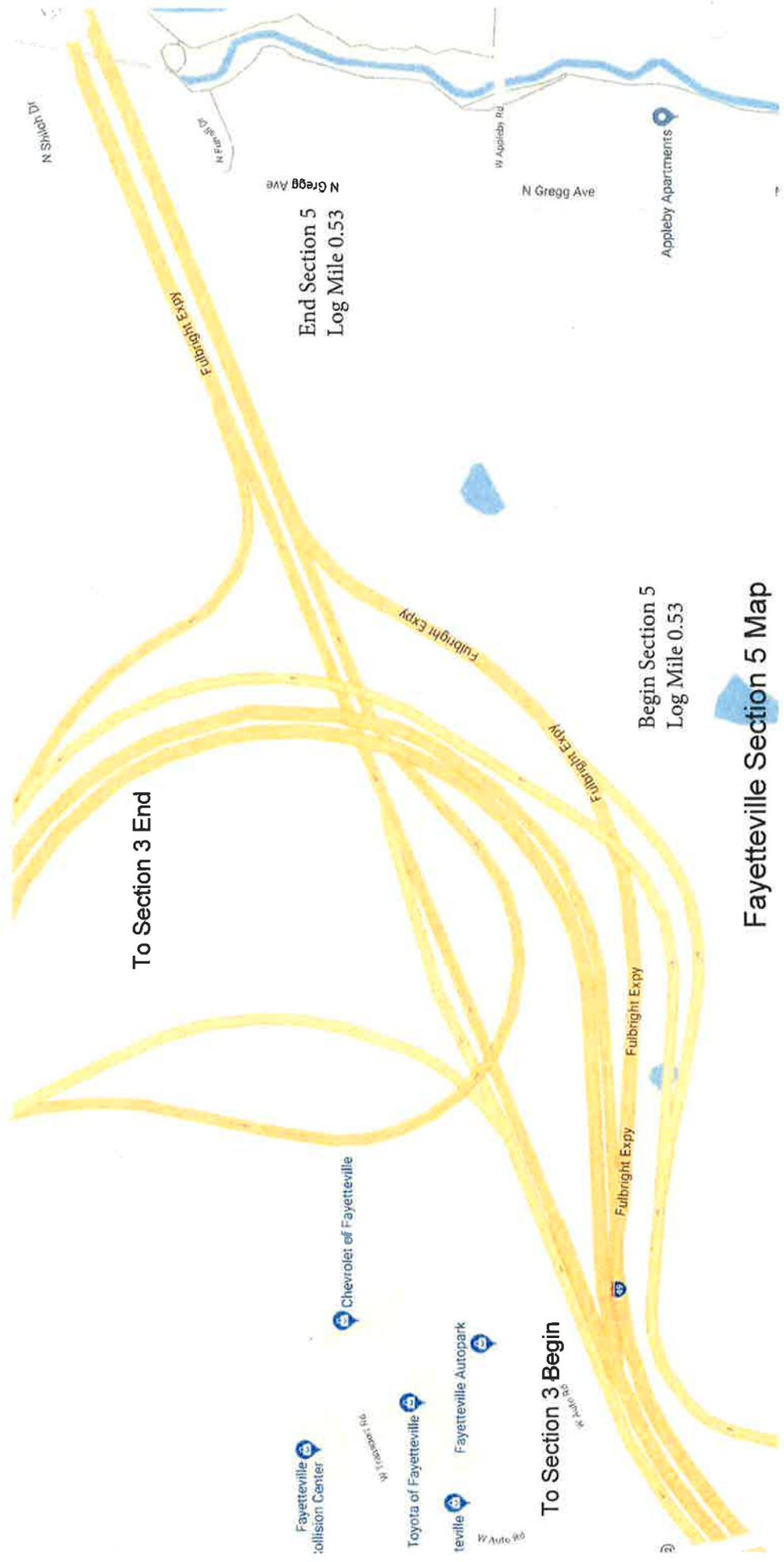
Begin Section 2:
Log Mile 62.29

Fayetteville Section 2 Map



Fayetteville Section 3 Map





Fayetteville Section 5 Map