

**ADDENDUM NO. 1 – JOB 090723**

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

PROGRAM MANAGEMENT DIVISION

LITTLE ROCK, ARKANSAS

July 23, 2024

**TO:** Eligible Bidders – Job 090723

**SUBJECT:** Proposal Documents Changes

Special Provision “Site Use (A+C) Method – Calendar Day Contract” has been revised to increase the daily road user cost (Part C) from \$9,000 to \$18,000. Additionally, the maximum incentive days for early completion has been reduced from 10 to 5. The Proposal Schedule of Items Pages 1-2 and the EBS file have been revised to reflect these changes. You should substitute the revised sheets into your proposal documents and consider these revisions when submitting your bid.

**ACKNOWLEDGEMENT OF THIS ADDENDUM SHALL BE MADE BY SIGNING BELOW AND SUBMITTING THIS SIGNED FORM TO THE PROGRAM MANAGEMENT DIVISION BY EMAIL AT [pmd@ardot.gov](mailto:pmd@ardot.gov) OR BY FAX AT (501)569-2623.**

Sincerely,

*for* 

Erica Adams  
Division Engineer  
Program Management

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 090723

#### SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT

**1. General.** The process for bidding will take into account not only the contract amount bid but also the bidder's stated delivery time in which the Specified Site Use Work will be substantially complete. This method shall be used to determine the successful bidder and to establish the contract time (calendar days). It shall not be used to determine the award amount nor final payment to the Contractor when the project is completed.

**2. Definition of Terms. (a) Specified Site Use Work.** The specified site use work, referred to herein as Part C, shall consist of all items of work in the Contract.

**(b) Contract Amount.** The summation of the products of the quantities shown in the bid schedule multiplied by the unit bid price.

**(c) Calendar day.** As defined in Subsection 101.01 of the Standard Specifications. Calendar days will be assessed in accordance with Subsection 108.06.

**(d) Contract Time.** The number of calendar days established by the bidder to complete the project.

**(e) Substantially Complete.** The date at which time charges cease due to the completion of all pay items. The Engineer will be the sole authority in determining when the work is substantially complete. Part C Site Use Work will be considered complete on this date.

**(f) Daily Road User Cost.** The amount which represents the average daily cost to the road user, including but not limited to, user delay costs, vehicle operating costs, crash costs, and emission costs. The daily road user cost for Part C is \$18,000.

**(g) Bid Site Use Time.** The number of calendar days specified in the bid by the bidder as the time required to substantially complete the Specified Site Use Work for Part C.

**(h) Punch List.** A list of items and/or areas of the project requiring correction, replacement, repair, or general cleanup which is furnished by the Engineer following the declaration of the project as Substantially Complete.

**3. Preparation of Proposal.** The bidder shall establish the number of calendar days to be used to substantially complete the Specified Site Use Work for Part C.

The product of the number of calendar days established by the bidder for Part C multiplied by the daily road user cost of \$18,000 per calendar day will be added to the contract amount bid. The sum of the two amounts will be the amount used for consideration of bids for award.

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**4. Consideration of Bids.** Each bid submitted shall consist of two parts:

(A) The Contract amount.

(C) Total number of calendar days proposed by the bidder to substantially complete the Specified Site Use Work for Part C.

The successful bid will then be determined by the Department as the lowest combination of (A) and (C) according to the following formula:

$$\begin{aligned} & \text{(A)} \\ & + [(C) \times (\text{daily road user cost of } \$18,000)] \\ & = \text{Bid amount for award consideration.} \end{aligned}$$

The preceding formula shall be used only to determine the successful bidder and shall not be used to determine the contract award amount nor final payment to the Contractor, except as may be adjusted under sections 6 and 7 below.

**5. Assessment of Site Use Time.** Site use time will begin in accordance with contract time detailed in the special provision "Flexible Beginning of Work – Calendar Day Contract".

**Subsection 108.06 is hereby deleted and the following is substituted therefore:**

**108.06 Determination of Time of Completion and Extension of Contract Time.**

**(a) General.** The time bid by the Contractor for the completion of the work included in the Contract will be stated in the proposal and Contract, and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project according to the plans and specifications within the contract time. The Contractor shall advance the work so that the available time is appropriately utilized in order to complete the work within the contract time.

Unless an emergency is declared or unless allowed by other job provisions, the Contractor shall not perform work that requires inspection on Sundays, legal holidays designated in Subsection 101.01 of the Standard Specifications, Edition of 2014, and Monday following a holiday on Sunday or Friday preceding a holiday on Saturday. If the Commission declares Friday following Thanksgiving Day as a Departmental holiday, the Contractor shall not perform work that requires inspection on this day. These days will be charged in a "Calendar Day" contract.

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No claim for an extension of time will be considered as a result of failure of the Engineer to furnish interpretations of the plans and specifications until 30 calendar days after receipt of such demand in writing as required by Subsection 105.01, and not then unless such request for an interpretation is clearly presented for understanding, reasonable and made in good faith.

The Engineer will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Engineer will resume time charges.

**(b) Calendar Days.** When the contract time is specified in calendar days, time will be assessed for each calendar day in accordance with the Special Provision "Flexible Beginning of Work - Calendar Day Contract". A calendar day is defined under Subsection 101.01.

The Contractor shall take into consideration all normal conditions considered unfavorable to the progress of the work and place a sufficient work force and equipment on the project to ensure completion of the work with the contract time. Inaccessibility to a portion of the work due to utility conflict or utility work will be considered as an adverse condition for time exceeding that specified in the Contract for the utility adjustment.

Contract time will not be assessed during a full suspension of the work as ordered by the Engineer. Contract time will be assessed during a Partial Work Order period according to Subsection 108.02(b)(3). During a partial suspension of the work as ordered by the Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

**(c) Extensions to the Contract Time.** The Contractor shall immediately notify the Engineer of a delay once the Contractor becomes aware of the delay, not at the conclusion of the delay. The Contractor waives entitlement to a time extension or compensation for delay or costs incurred before the Contractor notified the Engineer of the delay.

Only Department responsible delays in activities that affect the contract completion date, as determined by the Engineer, will be considered for a time extension.

The Contractor's plea that the contract time was insufficient is not a valid reason for an extension of time. When the time as extended by the Department falls on a date that is a Sunday or holiday, the Engineer will extend the contract time to the next business day.

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#### SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT

The Department will evaluate the Contractor's documentation and analysis, and determine the time extension due, if any. The Department will not evaluate a request for an extension of the contract time or revise the contract time unless the Contractor notifies the Department in accordance with the contract documents and specifications.

In the event that the Department extends the contract time into a period of the year during which the working conditions are less favorable, the Department will consider a further extension of time based on the nature of the work the Contractor scheduled to perform during the less favorable period. Conversely, if the Department extends the contract time into a period of the year during which the working conditions are more favorable, the Department will consider reducing the contract time extension. If the Department reduces the work required to complete the project or relaxes phase or stage requirements, the Department may reduce the contract time.

**(d) Administration of Time Extensions.** For a Calendar Day project, the Department will provide a time extension by adding calendar days to the contract time.

**(e) Excusable, Non-Compensable Delays.** Excusable, non-compensable delays are unforeseeable and unavoidable delays that are not the Contractor's or the Department's fault or responsibility. The Contractor is entitled to a contract time extension but not entitled to compensation for delay costs associated with an excusable, non-compensable delay. The following are excusable, non-compensable delays:

- Delays due to floods, tornadoes, earthquakes, or other natural disasters that affect the project in regions which are declared as disaster areas by governing authorities.
- Delays due to utility or railroad work when the Contractor is required to alter operations due to conflicts with utility facilities not shown in the plans or railroads not shown in the plans.
- Utilities exceeding estimated completion dates noted in the contract that cause a change in the Contractor's planned sequence of construction operations as determined by the Engineer.
- The Contract requires the furnishing of critical materials and the Contractor experiences a delay in delivery because of Federal priorities for defense needs or because of nationwide shortages. Additional contract time may be allowed in an amount equal to the actual lost time resulting from such delay. To obtain additional contract time, the Contractor shall document and file with the Engineer all evidence pertaining to the original agreement with the material supplier or manufacturer. This evidence must indicate that delivery would be made at or before the time the materials would be needed in the normal sequence of construction operations for incorporation in the work.
- In the event that no prior agreement has been made for furnishing a critical material, and the Contractor is unable to locate a supplier or manufacturer that can deliver the

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material when needed, the Engineer shall be advised of this situation in writing, indicating the date that delivery will be made and the date of the original request for such material. In either of these situations, when work has progressed to the point that critical materials not delivered are delaying progress of the project, the Contractor may make a written request to the Engineer for additional contract time.

- Delays due to civil disturbances or acts of war or terror.
- Delays due to epidemics or quarantines.
- Delays due to labor strikes that are beyond the control of the Contractor, subcontractors, or suppliers and are not caused by the improper acts or failures of the Contractor, subcontractor, or supplier.

**(f) Excusable, Compensable Delays.** Excusable, compensable delays are delays that are not the Contractor's fault or responsibility but are the Department's fault or responsibility. The Contractor is entitled to a contract time extension and to compensation for delay costs associated with an excusable, compensable delay that affects the Contractor's planned sequence of construction operations as determined by the Engineer. The Department will determine compensation for an excusable, compensable delay. The following are excusable, compensable delays:

- Delays due to an Engineer-ordered suspension.
- Delays due to the Department's neglect.
- Delays due to subsection 104.02(b) "Significant Changes in the Character of Work" that directly delays the Contractor's planned sequence of construction operations as determined by the Engineer. Compensation will be as allowed under subsection 104.02(b).
- Delays due to subsection 104.02(c) "Differing Site Conditions" that directly delays the Contractor's planned sequence of construction operations as determined by the Engineer. Compensation will be as allowed under subsection 104.02(c).

**(g) Non-Excusable Delays.** Non-excusable delays are delays that are the Contractor's fault or responsibility or delays that the Contractor could have foreseen or avoided, and weather delays not covered by the events listed in the "Excusable, Non-Compensable Delays" subsection of this special provision. Delays due to the Contractor's, subcontractors', or suppliers' insolvency or performance are neither excusable, nor compensable. The Contractor is not entitled to a time extension or compensation for a non-excusable delay.

**(h) Concurrent Delays.** Concurrent delays are separate delays to construction operations occurring at the same time. When a non-excusable delay is concurrent with an excusable delay, the Contractor is not entitled to a time extension for the period the non-excusable delay is concurrent with the excusable delay. When a non-compensable delay is concurrent with a compensable delay, the Contractor is entitled to a contract time

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extension but not entitled to compensation for the period the non-compensable delay is concurrent with the compensable delay.

**6. Early Completion of Specified Site Use Work.** The Contractor will be paid \$18,000 for each calendar day the Specified Site Use Work is substantially complete before the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above. The maximum number of calendar days for which this payment will be made is 5 days. Payment for early completion will be made after all items identified on the punch list have been completed to the satisfaction of the Engineer.

**7. Failure to Substantially Complete the Specified Site Use Work in the Time Bid.** Failure to substantially complete the Specified Site Use Work within the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above, will result in the Daily Road User Cost of \$18,000 being assessed for every calendar day in excess of the stated number, up to the time in which the Specified Site Use Work is substantially complete.

This assessment will be deducted from any compensation due the Contractor or recovered if sufficient compensation is not due.

The Engineer will be the sole authority in determining when the Specified Site Use Work is substantially complete.

**8. Contract Time and Liquidated Damages.** Determination of calendar days charged, extensions of Contract Time, and assessment of liquidated damages for failure to complete all work within the Contract Time limit will be made in accordance with 108.06(b) of this Special Provision and the Standard Specifications Section 108. Liquidated Damages under Section 108 of the Standard Specifications are *separate and in addition* to the Daily Road User Cost assessed under this Special Provision.

Arkansas Department of Transportation  
Schedule of Items

State Job No.: 090723

Date Estimated: 6/27/2024

Job Name: HWY. 71 – HWY. 72 (SEL. SECS.) (BENTON CO.) (S)

Date Revised: 7/5/2024

Federal Aid Project: IM-NHPP-49-1(23)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
<b>Section 01 - PROPOSAL ITEMS</b>				
0001	SS&507 - REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT FOR PATCHING	100.000	SQYD	
0002	SPSS507 - PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (11" UNIFORM THICKNESS)	100.000	SQYD	
0003	509 - JOINT REHABILITATION (TYPE A)	93,992.000	LF	
0004	509 - JOINT REHABILITATION (TYPE B)	65,825.000	LF	
0005	SPSS510 - GRINDING PORTLAND CEMENT CONCRETE PAVEMENT	161,422.000	SQYD	
0006	SPSS603 - MAINTENANCE OF TRAFFIC	1.000	L.S.	
0007	SS&604 - SIGNS	1,458.000	SQFT	
0008	SS&604 - TRAFFIC DRUMS	388.000	EACH	
0009	604 - CONSTRUCTION PAVEMENT MARKINGS	102,560.000	LF	
0010	SS&604 - ADVANCE WARNING ARROW PANEL	56.000	DAY	
0011	SPSS604 - PORTABLE CHANGEABLE MESSAGE SIGN	8.000	WEEK	
0012	SP - MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)	2.000	EACH	
0013	635 - ROADWAY CONSTRUCTION CONTROL	1.000	L.S.	
0014	719 - THERMOPLASTIC PAVEMENT MARKING (ARROWS)	6.000	EACH	
0015	SP&719 - THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)	38.000	LF	
0016	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (6")	62,803.000	LF	
0017	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (12")	3,325.000	LF	
0018	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	51,789.000	LF	
0019	721 - RAISED PAVEMENT MARKERS (TYPE II)	768.000	EACH	
Section 01 Total:				



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State Job No.: 090723

Date Estimated: 6/27/2024

Job Name: HWY. 71 – HWY. 72 (SEL. SECS.) (BENTON CO.) (S)

Date Revised: 7/5/2024

Federal Aid Project: IM-NHPP-49-1(23)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
				Subtotal: _____
0020	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	_____	_____
				Bid Total: _____

This job requires A+C method bidding. Bidder must show total number of Calendar Days to substantially complete the specified site use work (C).

\_\_\_\_\_ Days X \$18,000/Day = \$\_\_\_\_\_ (C)