

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS OF

FOR THE CONSTRUCTION OF

STATE JOB NO. 020629

FEDERAL AID PROJECT STPR-0921(3)

HWY. 65 - YELLOW BEND PORT (S)

STATE HIGHWAY 35 SECTION 9, 10, & 11

IN CHICOT & DESHA COUNTY

Bound herein are the Supplemental Specifications, Special Provisions, Proposal Documents and Schedule of Items applicable to this proposed construction contract.

Applicable to this proposed construction contract, but not bound herein, are the Arkansas State Highway Commission Standard Specifications for Highway Construction, Edition of 2014, and the Construction Plans.



CAUTION TO BIDDERS

Please review Section 102 of the Standard Specifications, 2014 Edition for Bidding Requirements and Conditions. Mistakes or omissions can be costly. Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- Have you acknowledged all Addenda by email or fax?
- Is the unit price entered appropriate for the item?
- Have you entered a unit price for each bid item except in the case of authorized alternate pay items? (A zero bid (\$0.00) is a valid price and will be considered.)
- Have you checked the Schedule of Items for various pay items that may have a minimum or maximum unit bid price? (Refer to the Standard Specifications for further information concerning these items)
 - ✓ Asphalt Binder
 - ✓ Relocating Precast Concrete Barrier
 - ✓ Water
 - ✓ Mobilization
- Have you limited your bid for Mobilization to five percent (5%) of the subtotal?
- For Federal-aid projects, did you complete the Certification for Federal aid Contracts?
- Prior to submitting your bid, did you check for error messages, and are all the folders “green”?
- If submitting a paper copy of the Proposal Guaranty (Bid Bond) is it signed by an officer of your company **AND** the Surety Agent?
- Did you ensure your Proposal Guaranty (if you are submitting a paper bond) will arrive prior to the time and date stated on Page 2 of the Proposal Documents?

1-17-08
Revised: 6-1-09
Revised: 2-15-12
Revised: 1-15-15
Revised: 5-26-16
Revised: 11-17-17

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department 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 Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department'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.

TITLE VI CONTRACT PROVISIONS

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancelling, terminating or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CONTRACT PROVISIONS

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number 020629

The following supplemental specifications and special provisions for this project supplement the standard specifications, edition of 2014. In case of conflict, the supplemental specifications and special provisions shall govern.

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - WAGE RATE DETERMINATION
FHWA-1273	SUPPLEMENT - TRAINING PROGRAM - JOB 020629
JOB SP	CARGO PREFERENCE ACT REQUIREMENTS
JOB SP	GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
JOB SP	DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES
JOB SP	ESTABLISHING CONTRACT TIME - WORKING DAY CONTRACT
JOB SP	BIDDING REQUIREMENTS AND CONDITIONS
JOB SP	MANDATORY ELECTRONIC CONTRACT
JOB SP	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB SP	FLEXIBLE BEGINNING OF WORK
JOB SP	SOIL STABILIZATION
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	PRICE ADJUSTMENT FOR ASPHALT BINDER
JOB SP	PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
JOB SP	BROADBAND INTERNET SERVICE FOR FIELD OFFICE
JOB SP	MAINTENANCE OF TRAFFIC
JOB SP	CULVERT CLEAN OUT
JOB SP	PLASTIC PIPE
JOB SP	EXTENSION FOR PIPE CULVERTS
JOB SP	POLYMER OVERLAY
JOB SP	BRIDGE DECK REPAIR FOR POLYMER OVERLAYS
JOB SP	SHORING FOR CULVERTS
JOB SP	WELLHEAD PROTECTION
JOB SP	INSURANCE, CONSTRUCTION, AND FLAGGING REQUIREMENTS ON RAILROAD PROPERTY (NLA)
JOB SP	PARTNERING REQUIREMENTS
JOB SP	STORM WATER POLLUTION PREVENTION PLAN
JOB SP	VALUE ENGINEERING

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JOB SP	UTILITY ADJUSTMENTS
SP 108-1	LIQUIDATED DAMAGES
SS 100-3	CONTRACTOR'S LICENSE
SS 100-4	DEPARTMENT NAME CHANGE
SS 102-2	ISSUANCE OF PROPOSALS
SS 108-2	WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER
SS 110-1	PROTECTION OF WATER QUALITY AND WETLANDS
SS 210-1	UNCLASSIFIED EXCAVATION
SS 303-1	AGGREGATE BASE COURSE
SS 306-1	QUALITY CONTROL AND ACCEPTANCE
SS 400-1	TACK COATS
SS 400-4	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
SS 400-5	PERCENT AIR VOIDS FOR ACHM MIX DESIGNS
SS 400-6	LIQUID ANTI-STRIP ADDITIVE
SS 404-3	DESIGN OF ASPHALT MIXTURES
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 410-2	DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS
SS 505-1	PORTLAND CEMENT CONCRETE DRIVEWAY
SS 600-2	INCIDENTAL CONSTRUCTION
SS 603-1	LANE CLOSURE NOTIFICATION
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 604-3	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)
SS 605-1	CONCRETE DITCH PAVING
SS 606-1	PIPE CULVERTS FOR SIDE DRAINS
SS 617-1	GUARDRAIL TERMINAL (TYPE 2)
SS 620-1	MULCH COVER
SS 734-1	BRIDGE END TERMINAL
SS 800-1	STRUCTURES
SS 804-2	REINFORCING STEEL FOR STRUCTURES

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

- Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.
- Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.
- Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.
- Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.
- Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.
- Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.
- Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWWA, Standards U1, Commodity Specification E, Use Category UC4C.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity - Goals and Timetables, and (3) Equal Employment Opportunity - Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the Arkansas Department of Transportation (ARDOT) is responsible. The ARDOT performs the necessary compliance review and enforcement of this Supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

ARDOT and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)**1. General.**

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the Department and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the Department contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. Personnel Actions.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State Highway Department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the Department.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the Department will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the Department finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing. A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the Department and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his compliance. This corrective action plan, in order to be accepted by the Department, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the Department as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALES

Statewide - 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is as described in the Proposal Form for this report.

MINORITIES

COUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope	16.4%
Desha	16.4%	Präirie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved

Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors for disadvantaged business

enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of

these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41CFR60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1. Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2. "EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
3. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures. e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities. *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
4. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	*Union Contractors Only U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management - ARDOT Resident Engineer

7/26/96
Rev. 2/11/98
Rev. 2/20/03
Rev. 7/27/06
Rev. 10/24/06
Rev. 9/16/13
Rev. 8/22/17

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5. "Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
6. "Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
7. Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
8. "NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
9. Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10. Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11. Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
12. WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

"General Decision Number: AR20200131 01/03/2020

Superseded General Decision Number: AR20190131

State: Arkansas

Construction Type: Highway

County: Chicot County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION

to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUAR2014-003 07/21/2014

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.78	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 16.60	0.00
FORM WORKER.....	\$ 16.16	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.96	0.00
IRONWORKER, REINFORCING.....	\$ 15.31	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.42	0.00
LABORER: Common or General.....	\$ 12.87	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.41	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION 0.00
 WAGE RATE DETERMINATION

OPERATOR: Asphalt Plant.....	\$ 17.67	
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.95	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.60	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94	0.00
OPERATOR: Bulldozer.....	\$ 16.90	0.00
OPERATOR: Crane.....	\$ 20.08	0.00
OPERATOR: Grade Checker.....	\$ 16.71	0.00
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 18.50	0.00
OPERATOR: Mechanic.....	\$ 19.88	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.99	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.57	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 18.49	0.00
OPERATOR: Roller.....	\$ 14.96	0.00
OPERATOR: Scraper.....	\$ 14.22	0.00
OPERATOR: Screed.....	\$ 17.20	0.00
TRAFFIC CONTROL: Flagger.....	\$ 10.75	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

TRAFFIC CONTROL:

Laborer-Cones/

Barricades/Barrels -

Setter/Mover/Sweeper.....\$ 11.15 0.00

TRUCK DRIVER: Dump Truck.....\$ 16.92 0.00

TRUCK DRIVER: Flatbed Truck.....\$ 12.75 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 18.50 0.00

TRUCK DRIVER: Water Truck.....\$ 19.00 0.00

TRUCK DRIVER: Semi/Trailer

Truck.....\$ 10.75 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

"General Decision Number: AR20200154 01/03/2020

Superseded General Decision Number: AR20190154

State: Arkansas

Construction Type: Highway

Counties: Arkansas, Ashley, Bradley and Desha Counties in
Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUAR2014-026 07/21/2014

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.78	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.60	0.00
FORM WORKER.....	\$ 16.16	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.96	0.00
IRONWORKER, REINFORCING.....	\$ 15.31	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$ 13.42	0.00
LABORER: Common or General.....	\$ 11.43	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.41	0.00
OPERATOR: Asphalt Plant.....	\$ 17.67	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.95	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.60	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94	0.00
OPERATOR: Bulldozer.....	\$ 16.90	0.00
OPERATOR: Crane.....	\$ 20.08	0.00
OPERATOR: Grade Checker.....	\$ 16.71	0.00
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
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OPERATOR: Mechanic.....	\$ 19.88	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.99	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.57	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 18.49	0.00
OPERATOR: Roller.....	\$ 14.96	0.00
OPERATOR: Scraper.....	\$ 14.22	0.00
OPERATOR: Screed.....	\$ 17.20	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

TRAFFIC CONTROL: Flagger.....	\$ 10.75	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.15	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.73	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.75	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 19.00	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 10.75	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

ARKANSAS DEPARTMENT OF TRANSPORTATION
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WAGE RATE DETERMINATION

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 020629

TRAINING PROGRAM

This Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities" and implements 23 USC 140(a).

The contractors shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of training slots to be trained under the special provision will be 3. A training slot will consist of 520 to 1040 hours.

As part of the contractor's equal employment opportunity/affirmative action program, training shall be provided as follows:

Training and upgrading of minorities, females and disadvantaged individuals toward journey level status is the primary objective of this Special Provision. A "disadvantaged individual" is an individual that meets the criteria established by the Department of Health and Human Services Poverty Guidelines. Training in classifications such as clerk-typist, secretary, bookkeeper, fire fighter, office engineer, estimator, timekeeper, laborer, or flag person **shall not** be approved for participation under this Special Provision.

The goals for minority and female participation established in accordance with 41 CFR 60-4 and listed elsewhere in this contract in the FHWA-1273 Supplement titled "Equal Employment Opportunity Goals and Timetables" subtitled "Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)" apply to all training performed by the contractor in the covered area.

In the event that the contractor subcontracts a portion of the contract work, the contractor may not further assign a portion of the training requirements established herein without the consent of the subcontractor(s). Any assignment of these training requirements by the contractor shall be submitted in writing to the Department and an appropriately amended commitment form shall be made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The contractor shall submit to the Department's Resident Engineer at the preconstruction conference a completed Training Commitment Form (TCF). Refer to Page four of four. The TCF should specify the training program, number of trainees, training classification, estimated starting date and training hours required per training classification to be used to fulfill the training requirement of this Special Provision. The Department must approve this form within 20 working days after the preconstruction conference. The contractor may enroll additional individuals in the training program based on approval of the Resident Engineer and there is sufficient time on the project or subsequent projects to complete the training.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 020629

TRAINING PROGRAM

If the contractor fails to submit the TCF at the preconstruction conference, work will not be allowed to start on the project until the TCF is submitted to the Resident Engineer.

Only training programs approved by the Department with FHWA concurrence, the Department of Labor, its agencies, or by a State Apprenticeship Agency or Council recognized by the U.S. Department of Labor may be used to fulfill training requirements under this Special Provision.

The contractor, upon the start of training under the contract, shall provide the Resident Engineer the following information for each trainee:

Name

Address

Telephone Number

Social Security Number

Race/Ethnic Origin

Gender

Training Classification

Training Starting Date

Classification(s) previously trained and date training was completed (if applicable)

The contractor shall furnish to the Resident Engineer the number of training hours the trainee has accumulated each month. A Trainee Termination Form shall be completed when a trainee terminates from the training program. The Resident Engineer shall receive a copy.

The contractor, prior to the start of training, shall provide written notice to each individual to be trained under this Special Provision of that individual's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee. Each month, while enrolled in the training program, the contractor shall inform the trainee of the number of hours accumulated in the training program. Upon graduation, each trainee shall be issued a permanent certification designating the bearer as a graduate journey person of the appropriate training program.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journey level status or in which the employee has been employed at the journey level. Individuals may be trained a maximum of three times as long as the training is for the purpose of upgrading that individual. If the trainee is enrolled more than once on this project, the trainee will only count as one in satisfying the number that is required to be enrolled in this contract. The contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. The contractor's findings in each case shall be documented.

2/26/09

4/09/09

Revised: 6/27/11

FHWA-1273 Supplement

Page 3 of 4

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 020629

TRAINING PROGRAM

Except as otherwise noted below, the contractor will be paid \$2.00 per hour of training provided to minorities, women and disadvantaged individuals on this contract under an approved training program. As approved by the Department, payment will be made to the contractor for training persons in excess of the number of hours specified herein. This payment may be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other payment. Payment for off-site training may be made only if the approved training program being used by the contractor includes provisions for off-site training, the trainees are concurrently employed on a Federal-aid project, and the contractor contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wage during the off-site training.

No payment will be made due to failure to provide the training required as stated in the approved training program and a good faith effort has not been made to retain the trainee upon completion of the training program, if work continues to be available in that classification. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. It is desired that all trainees be on board for the entire length of the contract. Responsibilities will have been fulfilled under this Special Provision if acceptable training has been provided on the basis of the total number enrolled on the contract for a significant period or the contractor has made a good faith effort to fulfill its obligations.

Trainees will be paid at least 60 percent of the appropriate minimum journey level rate specified in the contract or no less than the common laborer rate for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Special Provision.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 020629

TRAINING PROGRAM

TRAINING COMMITMENT FORM

In accordance with this Training Special Provision, the undersigned bidder will provide training in the following crafts and in the amount of hours indicated below.

Training Program _____

<u>Number of Trainees</u>	<u>Training Classification</u>	<u>Estimated Starting Date</u>	<u>Minimum Number of Training Hours Required Per Trainee</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Company Representative

Title

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

CARGO PREFERENCE ACT REQUIREMENTS

The requirements of the Cargo Preference Act (CPA) and implementing regulations (46 CFR 381.7(a)-(b)) are applicable to this contract. For additional information, see the FHWA's web page:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB 020629

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A Disadvantaged Business Enterprise (DBE) goal of 8.0% has been established for this contract. Therefore, the provisions of subsection 103.08 of the Standard Specifications for Highway Construction, Edition of 2014, as revised, apply.

Requirements of Subsection 103.08 apply to successful bidders that are certified by the Department as a DBE. The Prime Contractor must meet the DBE goal. If the Prime Contractor is a Department certified DBE, then the work the Prime Contractor performs with its own forces, as well as work committed to be performed by DBE subcontractors and suppliers will count toward the goal. Therefore, DBE bidders should list work to be performed with its own forces on the DBE Participation form, along with DBE subcontractors to be utilized in achieving the goal.

All payments made to DBE Contractors, suppliers, manufacturers, and/or non-construction service firms must be reported by the Prime Contractor. This includes all payments made to DBE firms utilized in achieving the project goal and DBE firms that perform work that is not listed in the Disadvantaged Business Enterprise Participation form submitted with the executed Contract.

As required by Subsection 103.08(h), the Prime Contractor must use the appropriate DBE Payment Log form included in this Special Provision during the progress of the Contract. Listed below are the instructions on when each form is required to be submitted.

- The Prime DBE Payment Log (page 4) must be submitted by the Prime Contractor when he/she is a certified DBE Contractor and work was performed by their own forces or money was earned by the DBE Prime Contractor for work performed by a Subcontractor during the estimate period.
- The DBE Subcontractor Payment Log (page 3) must be submitted by the Prime Contractor when a Subcontractor is a certified DBE Contractor and work was performed by a Subcontractor or money was earned by a Subcontractor for work performed by a Second-tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 5) must be submitted by the Prime Contractor when a 2nd Tier Subcontractor is a certified DBE Contractor and work was performed by a 2nd Tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 5) must be submitted by the Prime Contractor when payments are made to a Department Certified DBE supplier, manufacturer, and/or non-construction service firm by the Prime Contractor or any Subcontractor or 2nd Tier Subcontractor during the estimate period.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB 020629**

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A separate DBE Payment Log form is required for each DBE firm receiving payments for work completed or services provided during each estimate period. The DBE Payment Log forms, along with instructions for their use, are available on the Department's website at:

http://ardot.gov/Construc/DBE_Log.xls

All certifications of payments must be received by the Resident Engineer within thirty-five (35) calendar days following the end of each estimate period. Facsimile or scanned copies of the completed original payment log forms are acceptable to fulfill this requirement.

Upon completion of the contract, a final certificate of payments to all DBE firms -- page 6 of this Special Provision -- is required by Subsection 103.08 (h). The final amount paid to each DBE firm shall match the total to date reported on the last DBE payment log submitted for each firm. If necessary, an additional DBE payment log shall be submitted with the certificate of payment itemizing all payments made to DBE firms since the last estimate period. A signed, original of the Final Certificate of Payment must be furnished to the Resident Engineer.

Rev. 12-13-16
Rev. 11-07-19

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 020629

By submitting an internet proposal, the bidder irrevocably certifies that an amount equal to or greater than the Disadvantaged Business Enterprise (DBE) Goal established for this project will be performed by certified Disadvantaged Business Enterprise firms and the required DBE participation information will be submitted within 5 calendar days of the date of the bid opening.

Within five (5) calendar days of the date of the bid letting, all bidders shall furnish the required DBE Participation information to the Department on the forms provided to be considered a responsive bid. If a conditional award has been made and the successful bidder has not furnished the required information, the proposal will be rejected and their proposal guaranty forfeited. The proposal guaranty shall become property of the Commission, not as a penalty, but in liquidation of damages, sustained to the DBE Program. Award may then be made to the next lowest, responsive bidder or the work may be re-advertised as the Commission may decide.

Only work, materials, or services that will actually be provided by DBE firms will be credited toward the goal. The DBE firm's certification must be fully in effect at the letting date.

As an alternative, documentation of Good Faith Efforts to meet the DBE goal may be submitted to the Program Management Division prior to the deadline for proposals to be received.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

**DISADVANTAGED BUSINESS ENTERPRISE
BIDDER'S RESPONSIBILITIES**

Section 103 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 103.08(d)(2) is hereby deleted and the following substituted therefore:

(2) Within five (5) calendar days of the date of the bid letting, all bidders shall furnish the required DBE Participation information to the Department on the forms provided to be considered a responsive bid. If a conditional award has been made and the successful bidder has not furnished the required information, the proposal will be rejected and their proposal guaranty forfeited. The proposal guaranty shall become property of the Commission, not as a penalty, but in liquidation of damages, sustained to the DBE Program. Award may then be made to the next lowest, responsive bidder or the work may be re-advertised as the Commission may decide. Furthermore, any subsequent bidder's proposal will be considered non-responsive if their required DBE participation information was not submitted within the required five day period.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

ESTABLISHING CONTRACT TIME – WORKING DAY CONTRACT

1. **General.** This method shall be used to establish the contract time (working days).
2. **Definition of Terms. (a) Specified Site Use Work.** The specified site use work, shall consist of all items of work in the Contract.
 - (b) **Working day.** As defined in Subsection 101.01 of the Standard Specifications.
 - (c) **Contract Time.** The number of working days established by the bidder to complete the project.
 - (d) **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. Site Use Work will be considered complete on this date.
 - (e) **Bid Site Use Time.** The number of working days specified in the bid by the bidder as the time required to substantially complete the Specified Site Use Work.
 - (f) **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 working days to be used to substantially complete the Specified Site Use Work.

4. **Assessment of Site Use 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.

Extensions of the Bid Site Use Time will be granted ONLY for the following reasons:

- (a) The work has been delayed by any act or omission of the Commission. This includes suspension of the work when the suspension is not the fault of the Contractor.
- (b) Change Orders affecting the work that results in additional time being required to complete the Specified Site Use Work.

Requests for extension of the Bid Site Use Time shall be made in writing and shall state the reasons for the request and identify the specific days for which extension is requested.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

ESTABLISHING CONTRACT TIME – WORKING DAY CONTRACT

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

5. Contract Time and Liquidated Damages. Determination of working days charged, extensions of Contract Time, and assessment of liquidated damages for failure to complete all work within the Contract Time line will be made in accordance with the Section 108 of the Standard Specifications.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the second paragraph of **Subsection 102.01** is hereby deleted, and the following substituted therefore:

Prospective bidders may file a questionnaire at any time; however, prospective bidders will not be given authorization to submit a proposal unless a rating has been extended based on an acceptable questionnaire.

The last paragraph of **Subsection 102.01** is hereby deleted.

The second sentence of **Subsection 102.02** is hereby deleted, and the following substituted therefore:

The Notice to Contractors will contain a description of the proposed work, and information regarding access to proposal documents, plans, specifications, and the amount and nature of the proposal guaranty.

Subsection 102.03 is hereby deleted, renamed **Contents of Proposal Documents**, and the following substituted therefore:

The proposal documents will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items. The proposal documents will state the time in which the work must be completed, the amount of the proposal guaranty, and the date and time of the letting of work. The documents will also include any special provisions or requirements that vary from or are not contained in the standard specifications.

All forms included in the proposal documents are considered a part thereof. The plans, specifications, and other documents designated in the proposal documents will be considered a part of the proposal whether included or not.

The first through fourth paragraphs of **Subsection 102.04** are hereby deleted, and the following substituted therefore:

To become an eligible bidder, prospective bidders must be registered to bid in Arkansas with Bid Express. Prospective bidders must also contact the Program Management Division at (501) 569-2261 during regular business hours between the date the project is advertised and 4:30 p.m. on the day prior to the scheduled bid opening to request to become eligible to bid specific projects. Only prequalified contractors or their authorized representative may request to become an eligible bidder.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BIDDING REQUIREMENTS AND CONDITIONS

If the prospective bidder's prequalification rating is not "unlimited", the bidder shall file a certification with the Department citing all contracts in force and the unfinished value of such work. A prospective bidder will not be allowed to submit a proposal until a certification for the current bidding period is on file and the amount of work the contractor may be allowed to undertake is determined. The contractor's prequalification rating, less the unfinished value of all contracts in force, will determine the amount of additional work that the contractor may be allowed to undertake. A contractor will not be allowed to submit a proposal on an individual project for which the estimated cost is more than the amount that the contractor may be allowed to undertake, but the contractor will be allowed to submit a proposal on more than one project, providing that the estimated cost of each project is not more than the amount that the contractor may be allowed to undertake. In the event a contractor submits a low bid on more than one project and the aggregate amount is greater than the amount the contractor may be allowed to undertake, the Commission will exercise its discretion in the award of a particular project or projects.

A charge will be assessed for authorization to submit a proposal, paper copies of the proposal documents, and plans issued. These services are provided during regular business hours until 4:30 p.m. on the day prior to the scheduled bid opening at the Arkansas Department of Transportation, 10324 Interstate 30, Little Rock, Arkansas 72209, (501) 569-2261. Payment shall be made at the time services are provided or upon receipt of statement therefore. No refund will be allowed for bids not submitted or for plans or proposal documents returned.

The second sentence of the first paragraph of **Subsection 102.06** is hereby deleted, and the following substituted therefore:

The bidder is expected to examine carefully the site of the proposed work, the proposal documents, plans, specifications, supplemental specifications, and special provisions before submitting a proposal.

The first paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The proposal shall only be submitted through the internet bidding service, Bid Express. The bidder shall specify a unit price in figures for each pay item for which a quantity is given. A unit price of "zero" (\$0.00) is a valid price and will be considered. A blank unit price is not considered valid. The unit bid price should not be carried beyond 1 cent (\$0.01). Any figures on the unit bid price beyond 1 cent will be dropped.

The second and third paragraphs of **Subsection 102.07** are hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BIDDING REQUIREMENTS AND CONDITIONS

The fifth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The bidder's proposal must be submitted with a digital signature containing the name of the individual, one or more members of the partnership, one or more members or officers of each firm representing a joint venture, or one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Department.

The sixth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

If the proposal is submitted with a digital signature of any person who is not listed in the bidder's Prequalification Questionnaire (Questionnaire Form) as the individual, as a partner of a partnership, or as an officer of a corporation, authorization for such submittal should be on file with the Department prior to the download of bids. This authorization shall be made before the downloading of bids and be in the form of a Power of Attorney duly executed and signed by an official with power to constitute such authority.

The last sentence of the seventh paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

Those items of Asphalt Binder that are subject to a minimum bid price will bear the note "(Minimum bid price is \$120.00 per ton)" within the Schedule of Items of the proposal documents.

The first sentence of the ninth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The proposal documents for all federal aid projects will contain a bidders list.

The last sentence of the ninth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The information provided will not be used for contract awarding purposes but must be provided before the Contractor will be given authorization to submit proposals for future lettings.

Subsection 102.08 Irregular Proposals is hereby deleted, and the following substituted therefore:

- (a) Proposals will be considered irregular and will be rejected for the following reasons:
- (1) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
 - (2) If the proposal is not digitally signed by an authorized representative of the firm.

ARKANSAS DEPARTMENT OF TRANSPORTATION

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JOB NO. 020629

BIDDING REQUIREMENTS AND CONDITIONS

- (3) If the proposal is not accompanied by the proper proposal guaranty.
- (4) If a proposal is received from an individual, firm, partnership, or corporation with an interest, as principal, in another proposal for the same project.
- (5) If the proposal is not accompanied by the Certification to Submit DBE Participation.
- (b) Proposals will be considered irregular and may be rejected for the following reasons:
 - (1) If the proposal is not accompanied by a bid schedule and bid schedule narrative as required in the proposal documents.
 - (2) Unbalanced proposals in which the prices for some items are out of proportion to the reasonable costs representative of those items.
 - (3) If there are irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The first sentence of **Subsection 102.09** is hereby deleted and the following substituted therefore:

No proposal will be considered by the Commission unless a guaranty in the form of a bank draft, certified check, or cashier's check drawn on a solvent bank or trust company, or a bidder's paper bond executed by an approved surety company has been received by the Program Management Division prior to the download of bids.

The following paragraph is hereby added after the first paragraph of **Subsection 102.09**:

Electronic bid bonds are allowed. The prospective bidder should verify their bid bond in their proposal prior to submission.

Subsection 102.10 is hereby deleted and the following substituted therefore:

The proposal shall only be submitted through the internet bidding service, Bid Express.

Subsection 102.11 is hereby deleted, and the following substituted therefore:

A bidder may withdraw or modify a proposal after it has been submitted to Bid Express, up to the time set for the deadline for proposals to be received. A proposal may also be withdrawn if the Commission fails to make an award within 40 calendar days after the date of downloading.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.12 is hereby deleted, renamed **Downloading of Proposals**, and the following substituted therefore:

Proposals will be downloaded and then posted on the Department's website at the time and place indicated in the Notice to Contractors.

The last sentence of **Subsection 102.15** is hereby deleted, and the following substituted therefore:

In any case, the prospective bidders will be contacted prior to the download of bids.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

MANDATORY ELECTRONIC CONTRACT

Paper Contract Documents and Forms will not be accepted.

The Department will only accept and execute an electronic contract for this project through Doc Express, a paperless contracting system. Prospective bidders will need to contact Doc Express to set up an account prior to the bid opening date. The toll-free phone number for Doc Express is 1-888-352-2439 and their website address is www.docexpress.com.

Section 103 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows.

The first sentence of **Subsection 103.06(a)** is hereby deleted, and the following substituted therefore:

The Contract shall be electronically signed by the successful bidder and electronically submitted to the Program Management Division, Construction Contract Procurement Section, together with the required bonds and proof of liability insurance, within 10 business days after the notice of award has been issued.

Subsection 103.08(d)(3)d. is hereby deleted, and the following substituted therefore:

Documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

Subsection 103.08(d)(3)e. is hereby deleted, and the following substituted therefore:

Document confirmation from the DBE that it is participating in the contract as provided in the Contractor's commitment.

Subsection 103.08(d)(5) is hereby deleted, and the following substituted therefore:

The preceding information shall be submitted directly to the Arkansas Department of Transportation, Program Management Division, via Doc Express.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

MANDATORY ELECTRONIC DOCUMENT SUBMITTAL

Paper Document Submittals will not be accepted.

The Department will only accept electronically-submitted documents for consideration on this project. All correspondence and submittals to the Department shall be submitted through Doc Express, a paperless contracting system. When signed originals are required, the original shall be the document uploaded to Doc Express and the signature shall be the electronic signature applied through Doc Express. The Contractor shall use the same organizational account for project documentation as used to fulfill the requirements of the Mandatory Electronic Contract Special Provision. The toll-free phone number for Doc Express is 1-888-352-2439 and their website address is www.docexpress.com.

Any reference in the Standard Specifications to document submittal in writing or by U.S. Mail, facsimile, or in person is hereby amended to require that such documents be submitted using Doc Express with the following exceptions:

- Material delivery tickets which are used for payment or for field verification shall be submitted on paper as required by the Standard Specifications for Highway Construction, Edition of 2014.
- Any document with specific submittal requirements in state and/or federal law or federal regulations that conflict with the requirements of this Special Provision shall be submitted in accordance with such state and/or federal law or federal regulations.

A user guide is available on the Department's web page to assist Contractors with the use of Doc Express. The "Contractor Guide to Using Doc Express" is available on the Department's web page at this link:

http://ardot.gov/construction_division/Contractor_Guide_DocExpress.pdf.

The Contractor may provide access for subcontractors to view and submit items in Doc Express by following the instructions provided in the "Contractor Guide to Using Doc Express". Once an organizational account is activated and the Contractor provides access to the contract, a subcontractor may submit documents to the Contractor in Doc Express by uploading the electronic documents as directed in the User Guide. Any documents uploaded by the subcontractor must be then retrieved and published by the Contractor within Doc Express for further action by the Engineer. The Engineer will not review or take any actions on any documents submitted by the subcontractor until the document has been appropriately submitted by the Contractor.

Any submittals, documents, subcontracts, proposals, working drawings, or any other items submitted by the Contractor within Doc Express are not considered approved by the Engineer until written notification of the approval is published by the Engineer in the "CON-Correspondence-From Department to Contractor" drawer in Doc Express. Any action taken by the Contractor prior to this notification is taken at the Contractor's own risk.

The Department's System Administration team has no authority to take action on any documents submitted to the system. Access for this team is for management of the application only. Knowledge of any document submitted is not imputed to the Department by the knowledge of Systems Administration.

The requirements of this Special Provision shall supersede the requirements of all other Special Provisions unless such Special Provision includes a stated exception to this Special Provision.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

FLEXIBLE BEGINNING OF WORK

DESCRIPTION: The Department is hereby amending **Section 108, Prosecution and Progress, of the Standard Specifications for Highway Construction, Edition of 2014**, as follows:

Section 108.02 (b) Work Order.

(2) The bullet stating "Erection of advance warning signs." is deleted.

(4) **b. Working Day Contract.** is hereby deleted and the following substituted:

b. Working Day Contract. Unless the Contractor is otherwise advised in writing, the Work Order for a working day contract shall become effective on the fifteenth calendar day following the execution of the Contract by the Department. Should the effective date fall on Saturday, Sunday, a legal holiday designated in Subsection 101.01 (c), Monday following a holiday on Sunday, or Friday preceding a holiday on Saturday, the effective date shall be the next work day. The written Work Order from the Engineer will follow with the effective date being as specified.

The assessment of contract time will commence when the Contractor begins work or no later than 90 calendar days after the issuance of the work order if the Contractor has not commenced work. The Contractor will submit written notification to the Engineer five days prior to commencing work.

(4) **c. is hereby deleted.**

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

SOIL STABILIZATION

Section 210 Excavation and Embankment of the Standard Specifications, Edition of 2014, is hereby amended as follows:

Subsection 210.07 Construction Requirements is expanded to include the following:

At locations that the Engineer designates the existing soils to be unstable and cannot be stabilized through normal drying and compactive efforts, the Contractor may, with the approval of the Engineer, utilize the following additives to expedite the drying process:

- Quicklime (dry) meeting the requirements of Subsection 301.03(b), or
- Portland cement and/or fly ash meeting the requirements of Subsection 307.03(b)

The Engineer shall determine which additive will be used. The rate of application shall be determined by trial mixing and shall be approved by the Engineer. The spreading and mixing procedure used shall thoroughly and uniformly disperse the material into the soil. Any procedure that results in excessive loss of material or that does not achieve the desired results shall be immediately discontinued.

Subsection 210.12 Method of Measurement is expanded to include the following:

- (g) Soil Stabilization will be measured by the ton of the additive used.

Subsection 210.13 Basis of Payment is expanded to include the following:

(d) Soil Stabilization completed and accepted and measured as provided above will be paid for at the contract unit price bid per ton for Soil Stabilization, which price shall be full compensation for furnishing, hauling and placing the material; for spreading and mixing; and for all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Soil Stabilization	Ton

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SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

Division 106 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added to **Subsection 106.04, Acceptance of Materials:**

All ACHM Contractor Acceptance Tests shall be submitted electronically by use of the ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers and on paper.

The ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers can be downloaded from the following website: http://www.ardot.gov/contracts/contractor_information/contractor.aspx.

To download this file and the supporting documentation, click on the link labeled Contractor_ACHM.exe which is listed under User Help File and Utilities on the website noted above.

Use of this file requires Microsoft Excel 2000, 2003, or 2007.

The preferred method of transmitting the file is to e-mail the completed ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers to the Department's ACHM Plant Inspector assigned to the project. It is also acceptable to transmit the file by Compact Disk (CD) or other electronic device. Regardless of the method of transmission used, the signed paper acceptance tests must be provided to the Resident Engineer.

Any questions or issues arising from the use of this file should be referred to the Resident Engineer.

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JOB NO. 020629

PRICE ADJUSTMENT FOR ASPHALT BINDER

A price adjustment clause is included in this Contract to provide additional compensation to the Contractor or a credit to the Department for fluctuations in asphalt binder prices. This price adjustment is dependent upon a change in the average price of asphalt binder which results in an increase or decrease in the price of products utilized on this project.

Payment. Payment will be made to the Contractor for monthly fluctuation in the price of asphalt binder used in performing the applicable items of Asphalt Concrete Hot Mix work as listed in the table below when the asphalt binder price fluctuates from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions for the asphalt binder price adjustment will be included in the Contractor's current estimates, and the payment or deduction authorized for each estimate will be based upon the quantities for applicable items of work.

The Asphalt Binder Price Adjustment will be a dollar amount paid as compensation to the Contractor, or as a credit to the Department as reflected on the Current (or Final) Estimate Summary Report as Payment Adjustments.

Asphalt Binder Price Adjustment (ABPA). The Asphalt Binder Price Adjustment (ABPA) for the current estimate will be computed according to the following formula:

$$ABPA = Q \times D$$

Where

- ABPA = Asphalt binder price adjustment, in dollars;
- Q = Quantities paid for the applicable items on the current estimate, in tons of mix;
- D = Allowable price differential, in dollars.

The above formula will be applied to each individual payment of the applicable item. When the Current (or Final) estimate is generated, the sum of these individual adjustments will be included as a Payment Adjustment.

Applicable Items of Asphalt Concrete Hot Mix Work	
ITEM OF WORK	SPECIFICATION NUMBER
Asphalt Binder in ACHM Base Course	405
Asphalt Binder in ACHM Binder Course	406
Asphalt Binder in ACHM Surface Course	407

When the units of measure in this contract for the items of work listed in the table do not correspond with the units shown in the table (i.e. Asphalt Concrete paid by the square yard, etc.), those items will not be subject to the terms of this special provision or any asphalt binder price adjustment.

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The allowable price differential, "D", for the current estimate will be computed according to the following formula:

$$D = P - P(b)$$

P, the asphalt binder current price in dollars per ton, is the Monthly Asphalt Binder Price Index for the month in which the payment entry is entered.

P(b), the asphalt binder base price in dollars per ton, is the Monthly Asphalt Binder Price Index for the month in which the bids for the work were received.

Asphalt Binder Index Determination. The Monthly Asphalt Binder Price Index will be determined by calculating the average for performance-graded binder using the Selling Price of PG 64-22 paving grade. The monthly asphalt binder price will be an average of five asphalt binder prices. The prices will be furnished by the four largest asphalt binder suppliers in the State of Arkansas as determined by the previous calendar year. For an asphalt supplier to be included in the asphalt binder price index they must supply at least ten percent of the asphalt binder in Arkansas. The final component in the asphalt binder price index will be the Asphalt Weekly Monitor® furnished by Poten & Partners, Inc. The issue of the Asphalt Weekly Monitor® used will be for the last full week in the previous month received by the Department prior to the first day of the index month. The four largest suppliers included in the asphalt binder price index shall furnish the Department with their average price on the Thursday before the Friday of the last full week of the month. If any supplier fails to submit a price by this deadline, that supplier's price will not be included in the asphalt binder price index for that month.

Supplemental Items Subject to Adjustment. Items included in the contract that are listed in the table above are subject to adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity. Any new items of work added to the Contract by supplemental agreement that are listed in the table above will be subject to the asphalt binder price adjustments in accordance with this provision. The base asphalt binder price, P(b), for any newly added eligible items will be the same P(b) as the eligible items in the Contract, and the new unit price established by supplemental agreement will be determined accordingly.

Viewing Asphalt Binder Price Index. Historical asphalt binder price index values will be available on the Department's website using this web link:

http://www.ardot.gov/ProgCon/AHTD_Aspphalt_Binder_Index.pdf

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JOB NO. 020629

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 410.09(b)(1) is deleted and the following substituted therefore:

(1) Properties in Table 410-1. Acceptance with respect to the properties listed in Table 410-1 will be by lot. Acceptance of a standard lot will be based on the Percent Within Limits (PWL). Acceptance of a subplot will be based on the results of the test(s) performed on samples from that subplot.

In Table 410-1, the term “mix design value” refers to the value shown in the accepted mix design.

(a) Percent Within Limits (PWL). The PWL analysis will only be performed on lots when 3 or more tests are performed on the lot. Acceptance of a partial lot with 2 or less tests performed on the lot will be based on the lot average of the actual number of tests made on that partial lot. The Percent Within Limits (PWL) will be based on the mean, standard deviation, and quality index of each lot’s test results. The PWL and Pay Factors (PF) for the lot will be calculated as described below. The upper PWL (PWL_U) and lower PWL (PWL_L) are determined from the Table 410-2. Variables used in the calculations are as follows:

x_i = individual test value (subplot)
 x_a = arithmetic mean of the individual test values
 n = number of tests (sublots)
 s = sample standard deviation
 Q_U = upper quality index
USL = upper compliance limit (from Table 410-1)
 Q_L = lower quality index
LSL = lower compliance limit (from Table 410-1)

(1) Calculate the arithmetic mean (x_a) of the test values:

$$x_a = (\sum x_i)/n$$

(2) Calculate the sample standard deviation(s):

$$s = [\sum((x_i - x_a)^2/(n - 1))]^{1/2}$$

(3) Calculate the upper quality index (Q_U):

$$Q_U = (USL - x_a)/s$$

(4) Calculate the lower quality index (Q_L):

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$$Q_L = (x_a - LSL)/s$$

(5) From Table 410-2, use Q_U to determine the upper PWL (PWL_U).

(6) From Table 410-2, use Q_L to determine the lower PWL (PWL_L).

(7) If Q_U or Q_L is a negative number, then calculate the percent within limits for Q_U or Q_L as follows: enter Table 410-2 with the positive value of Q_U or Q_L and obtain the corresponding percent within limits for the proper sample size. Subtract this number from 100.00. The resulting number is the value to be used in the next step (Step 8) for the calculation of quality level.

(8) Calculate the total percent within limits:

$$PWL = (PWL_U + PWL_L) - 100$$

(9) Calculate the Pay Factor (PF) for each property. Pay Factors will be calculated by using the following equation:

$$PF = 55 + 0.5 \times PWL$$

(10) Calculate the Total Pay Factor (PF_T) for the lot. The PF_T will be calculated based on the individual Pay Factors (PF) with the following weighting applied: 20 percent asphalt binder content (PAB), 35 percent air voids (PAV), 10 percent voids in mineral aggregate (VMA) and 35 percent density (PC). Calculate the PF_T by using the following formula, where the PF for each property is determined in Step (9):

$$PF_T = (0.20) PF_{PAB} + (0.35) PF_{PAV} + (0.10) PF_{VMA} + (0.35) PF_{PC}$$

All lots of material with a PF_T less than 80.00 shall be removed and replaced with acceptable material by the contractor at no cost to the Department. Payment for sections where removal and replacement is required will be withheld or recovered, and released after replacement has been acceptably completed. The quantity for payment will be the original quantity and measurement of the quantity used in replacement operations will not be considered. Sampling and testing of the replacement material will be according to Subsection 410.09(a). Acceptance of the replacement material will be determined using the acceptance criteria for Partial lots with two (2) or less tests as outlined below.

For any single property except density, if the result of the single test in a subplot falls outside the limits shown as "Sublot Rejection Limits", that subplot shall be removed and replaced at no cost to the Department. In the subplot containing the Department's lot test, if the result of either the Contractor's subplot test or the Department's lot test fall outside the subplot rejection limits, the two tests will be averaged and the average of the two test results used to determine acceptance or rejection of the subplot. Sampling and testing of the replacement material will be according to

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

Subsection 410.09(a). Acceptance of the replacement material will be determined using the acceptance criteria for Partial lots with two (2) or less tests as outlined below.

For density, if a test for a subplot is more than 2.0 percentage points above or below the compliance limits for the type of mix, that subplot will be further evaluated as follows:

Two additional density tests will be performed by the Department on a statistically random basis within that subplot, except that only one additional test will be performed if the subplot contains both a Contractor subplot test and a Department lot test. If the average of the three tests is within 2.0 percentage points above or below the compliance limits, the subplot will be accepted. The average of the three test results will be used as a single value to compute the arithmetic mean of the test values for the lot for the PWL calculations.

If the average is outside the subplot rejection limits, the subplot shall be removed and replaced at no cost to the Department. Sampling and testing of the replacement material will be according to Subsection 410.09(a). Acceptance of the replacement material will be determined using the acceptance criteria for Partial lots with two (2) or less tests as outlined below.

(b) Partial lots with two (2) or less tests. Acceptance of a partial lot will be based on the average of the actual number of tests made on that partial lot.

When the average of the test results for a partial lot fall within the range shown in Table 410-1 as "Compliance Limits", the partial lot will be accepted with no price reduction for those properties. If the average of the test results for a partial lot for any single property listed in the table falls within the limits shown as "Price Reduction Limits", the material may be left in place at a reduced price as specified in Subsection 410.09(d). If the average of the test results for a partial lot for any single property listed in the table falls outside the limits shows as "Lot Rejection Limits", the entire partial lot shall be removed and replaced at no cost to the Department. Sampling and testing of the replacement material will be according to Subsection 410.09(a).

For any single property except density, if the result of the single test in a subplot falls outside the limits shown as "Subplot Rejection Limits", that subplot shall be removed and replaced at no cost to the Department. In the subplot containing the Department's lot test, if the result of either the Contractor's subplot test or the Department's lot test fall outside the subplot rejection limits, the two tests will be averaged and the average of the two test results used to determine acceptance or rejection of the subplot. The average of the two test results will also be used as a single value to compute the average for the partial lot for acceptance and adjustment.

For density, if a test for a subplot is more than 2.0 percentage points above or below the specification limits for the type of mix, that subplot will be further evaluated as follows:

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Two additional density tests will be performed by the Department on a statistically random basis within that subplot, except that only one additional test will be performed if the subplot contains both a Contractor subplot test and a Department lot test. If the average of the three tests is within 2.0 percentage points above or below the compliance limits, the subplot will be accepted. The average of the three test results will be used as a single value to compute the average for acceptance and adjustment of the partial lot.

If the average is outside the subplot rejection limits, the subplot shall be removed and replaced at no cost to the Department. In that case, the result of a density test performed on the replacement material will be used to calculate the average for acceptance and adjustment of the partial lot.

Subsection 410.09(b)(2), Pavement Smoothness, is hereby deleted and the following substituted therefore:

(2) Pavement Smoothness. (a) Binder and Intermediate Surface Courses. For full payment, the finished surface of binder and intermediate surface courses and any areas of final surface courses that have less than 4" (100 mm) of ACHM over the existing pavement (excluding leveling), when checked with a 10' (3 m) straight-edge parallel to the centerline, shall show no variation more than 3/16" (5 mm) for binder courses and not more than 1/8" (3 mm) for surface courses. When surface tests indicate surface tolerances do not meet these requirements, changes to the paving operations shall be made before beginning the next day's operations.

All transverse joints shall be straight-edged immediately following rolling of the joint. Paving will not continue until the transverse joint meets the applicable surface tolerances shown above.

Areas not meeting the above surface test requirements shall be corrected by skin patching, or other methods that would provide the required smoothness. All corrective work and material necessary to correct surface tolerance deficiencies shall be at no cost to the Department.

(b) Final Surface Courses on Main Lanes and Ramps. The finished pavement surface, except as noted in paragraph (a) above and ramps, acceleration/deceleration lanes, shoulders, islands, tapers, or other incidentals, will be determined by the use of the Inertial Profiler (IP) and the International Roughness Index (IRI). Pavement smoothness will be determined for each lane by obtaining the IRI for the left and right wheel paths in an individual lane. After the final ACHM surface has been placed, the averaged IRI value will be used to determine areas requiring correction and applicable payment price adjustments.

(c) Equipment and Operator. The Contractor shall furnish a properly calibrated and documented Inertial Profiler (IP), capable of exporting raw profile data in an unfiltered ERD file format or an approved ADF file format. The IP shall also produce a profilogram (profile trace of the surface tested). The IP shall conform to the Class I requirements of the most recent revision of ASTM E950.

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Profile analysis for determination of IRI and areas of localized roughness will be conducted using ProVAL version 3.6 or the most recent version of ProVAL Software. IRI values shall be reported in inches/mile (in/mi).

The Contractor shall furnish an operator, trained in the operation of the particular IP.

(d) Pavement Surface Testing. In the presence of the Engineer, the Contractor shall set up a test section to calibrate the distance sensor and check the profile system calibration using the manufacturer's calibration procedures before each day's testing. Unless otherwise authorized by the Engineer, all smoothness testing shall be performed in the presence of the Engineer or his/her designated representative. For the duration of the work, every reasonable effort shall be made to test smoothness within 5 working days after each day's paving operation. Scheduling and testing shall be coordinated with the Engineer. The Engineer and the Contractor shall mutually agree upon scheduling of smoothness testing.

The Contractor shall remove all objects and foreign material on the pavement surface prior to surface evaluation. The Contractor will be responsible for all traffic control associated with testing and any corrective work (when applicable) that is required of the final pavement surface.

The IP shall be run in the final design direction of traffic. Profiles shall be measured in the left and right wheel paths of each lane. Each lane's wheel path shall be tested and evaluated separately. The Engineer shall determine the length in miles for each main lane of traffic. The IP shall be operated at the optimum speed as defined by the manufacturer.

The Contractor shall profile the final surface of the entire job length to determine if the pavement meets the smoothness values specified below and to determine total incentive/disincentive. Intermediate lifts will not be eligible for incentive but may be profiled to isolate rough areas requiring proactive grinding. The Engineer will verify the profiles by testing approximately 10% of the pavement. This testing will be performed by the Engineer, using either the IP furnished by the Contractor or one provided by the Department, at the option of the Engineer. If the IP is furnished by the Contractor, the Contractor may elect to allow their employee to drive the IP, but the sensors and data collection systems will be operated by the Engineer's representative during each of the verification runs.

The averaged IRI values for all segments will be used to determine payment incentive. The right and left wheel path readings will be averaged for every point read during the 528' lane segment. Areas less than 0.1 mile (200 m) shall be combined with a full 0.1 mile segment before profiling. The left and right averaged wheel path points will be averaged to obtain an IRI value for the lane segment.

Any longitudinal joints within the limits of a travel lane shall be uniform to a degree that no depressions or high spots greater than 1/8" (3 mm) in 10' (3 m) are present when tested with a straightedge placed perpendicular to the centerline of the lane.

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Smoothness profiles of the first day's run will be analyzed before the second day's run commences. Should the first day's run exceed an IRI of 60 inch/mile the paving operations shall be discontinued until better methods and equipment are obtained or until the present equipment is properly adjusted. If adjustments are necessary from the first day's run, the second day's run will be profiled to determine the ability of the equipment to finish the pavement within the specified tolerance. If the second day's operation fails to produce a finished surface IRI of 60 inch/mile or less, the Contractor shall produce new methods and/or equipment that will obtain the specified results. The new methods and/or equipment will be given trial runs as indicated above for the original equipment. The finished pavement surface will be measured for roughness by the Contractor. Roughness will be measured using an IP. The profiler manufacturer's data collection setting specifications shall be furnished and approved by the Engineer. The IRI shall not exceed 60 inches per mile per 0.1 mile section. Bridges will not be included in the calculation of the IRI.

Areas of localized roughness will be identified using the ProVAL "Smoothness Assurance" analysis, calculating IRI with a short continuous segment length of 25 ft. (7.62 m), short continuous threshold of 120 in/mi, and the 250 mm filter applied. The longitudinal limits of corrective work shall be taken from the ProVAL "Grinding" section within the "Smoothness Assurance" analysis, using the "Default Grinding Strategy" option and corrective grinding shall be performed as specified below. The finished surface of 25' (7.5 m) sections adjacent to an existing structure or the end of pavement shall not show surface deviations in excess of 1/8" (3 mm) in 10' (3 m) with the approved inertial profiler.

For the duration of the work every reasonable effort shall be made to test smoothness within 5 working days after each day's run. All data obtained from the profiling operations will be furnished to the Engineer at the end of each day's profiling operations. Scheduling and testing shall be coordinated with the Engineer. The Contractor shall be responsible for traffic control associated with their own testing and the Department's verification testing.

Areas not meeting the above surface test requirements for the final surface course shall be corrected in such a manner as to maintain a quality pavement having the same uniform texture and appearance as the adjoining surface. Skin patching the final surface course will not be permitted.

When the corrective action involves removing and replacing a section of the final surface, the minimum area to be removed shall be 50 linear feet (15 m) of length for the full width of the course placed. Replacement of the final surface shall be accomplished using a paver.

Grinding will be allowed, if necessary, to reduce the IRI as determined by the profiling equipment, as appropriate, in any 0.1 mile (200 m) section on all profiles, including the trial run. The grinding equipment shall be power driven and specifically designed to smooth and uniformly texture the pavement by means of diamond blades.

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After the areas of localized roughness have been identified and grinding has taken place, the smoothness of the pavement shall be measured again to determine if the pavement has met the smoothness requirements for 100% pay. If grinding of localized roughness is required as described previously, positive price adjustments will not be allowed on that section, but the Contractor can receive a maximum of 100% pay. Continual production of a final surface not qualifying for 100% payment will not be allowed.

The averaged IRI values will be used to determine price adjustments. The right and left wheel path readings will be averaged for every point read during the 528' lane segment. Areas less than 0.1 mile (200 m) shall be combined with a full 0.1 mile segment before profiling. Then the left and right averaged wheel path points will be averaged to obtain an IRI value for the lane segment.

All corrective work and material necessary to correct surface tolerance deficiencies for surface courses shall be at no cost to the Department.

In addition to the above requirements for profile indices, areas representing high points having deviations in excess of 0.3" (7.5 mm) in 25' (7.5 m) as determined by the profilograph or 1/8" (3 mm) in 10' (3 m) as determined by the straightedge, shall be reduced by grinding until such deviations as indicated by retest do not exceed the above limits.

Areas showing low spots of more than 1/4" (6 mm) in 10' (3 m) in the longitudinal direction shall be corrected by grinding or shall be removed and replaced to an elevation that will not show surface deviations in excess of 1/8" (3 mm) in 10' (3 m).

Furnishing the IP, taking all required profiles, and performing all necessary computations will not be measured and paid for separately but will be considered as part of quality control and acceptance sampling and testing included in the bid items for the ACHM items.

(e) Submittals. The Contractor shall submit the printed profile trace (graphical trace) signed by the operator, indicating each segment's averaged IRI value, at the end of each day's profiling operations.

The Contractor shall also submit electronic files, with the printed profile trace, in ERD and ADF format that represent the raw data from each pass. The electronic file names shall follow the standardized format shown in the following:

YYMMDD-J-T-N-D-L-W-S

Where:

YY=Two-digit year

MM=Month (including leading zeros)

DD=Day of Month (including leading zeros)

J=the Department Job Number

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T=Route Type (I, AR, US, etc.)

N=Route Number (no leading zeros) and auxiliary ID (if applicable, i.e. E, W)

D=Primary route direction (I or D, indicating Increasing or Decreasing; Increasing = North or East, Decreasing = South or West)

L=Lane number (1 for driving lane, increasing by one for each lane to the left)

W=Wheel path (L (left), R (right), or B (both))

S=Beginning Station

Pavement smoothness within each wheel path will be measured in terms of IRI (in/mi) according to the Pavement Surface Testing section above. Price adjustments apply to the total area for the lane width represented by the profile index for a continuous main lane section at least 0.1 mile (200 m) long. Price adjustments for incentives are only based on the initial measured profile index of continuous sections of at least 0.1 mile (200 m) in length, excluding approach slabs and bridges, and before any corrective work; however, grinding will be allowed to achieve 100% full payment in lieu of accepting a disincentive for that section. Ramps, acceleration/deceleration lanes, shoulders, islands, tapers, or other incidentals shall not be considered for price adjustments. If grinding is required due to failure to meet the required profile index, the pavement will be ground to a level which qualifies for 100% payment. The IRI will be used to determine acceptance for Pavement Smoothness and Price Adjustments for each 0.1 mile segment.

Subsection 410.09(d) is hereby deleted and the following added therefor:

(d) Price Adjustments for Ride Smoothness. (1) Ride Smoothness Lot: Upon completion of the final surface of the main lanes of a project, the Contractor shall provide documentation of eligibility for price adjustments as defined in this subsection. The Department reserves the right to verify information provided by the Contractor. In the case of dispute regarding price adjustments, the Department decision shall govern.

Price adjustments on lots accepted based on Percent Within Limits (PWL) will be calculated as part of the Total Pay Factor (PF_T).

The Project shall be divided into Ride Smoothness Lots consisting of 0.1 mile (200 meter) sections of each travel lane starting at the beginning of the ACHM noted on the plans or as constructed. Partial Ride Smoothness lots will not be considered for ride smoothness price adjustments. Travel lanes shall consist of traffic lanes, turning lanes, or painted paved medians. Ramps, acceleration/deceleration lanes, crossovers, turnouts, shoulders, driveways, islands, patching, tapers, or other incidentals shall not be considered as part of a Ride Smoothness lot for price adjustments. Exceptions, including bridges and approach slabs, shall not be considered a part of a Ride Smoothness Lot.

(2) Price Adjustments. The Contractor shall determine the smoothness of the finished surface for each Ride Smoothness Lot utilizing an IP conforming to the Class I requirements of the most recent revision of ASTM E950.

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No incentive payment for smoothness will be considered for a Ride Smoothness Lot if any portion of that Ride Smoothness Lot contains patched areas less than 200' (60 m) in length or has been ground to obtain the required smoothness. If grinding is required due to failure to meet the required IRI, the pavement will be ground to a level which qualifies for 100% payment.

Price adjustments shall be made as follows:

PRICE ADJUSTMENTS FOR RIDE SMOOTHNESS		
INTERNATIONAL ROUGHNESS INDEX In/Mi./0.1 Mi. section	INTERNATIONAL ROUGHNESS INDEX m per km/1.0 km section	PRICE ADJUSTMENT
45 or less	0.71 or less	+3.0%
Over 45 to 50	Over 0.71 to 0.79	+2.0%
Over 50 to 55	Over 0.79 to 0.87	+1.0%
Over 55 to 60	Over 0.87 to 0.95	0
Over 60 to 65	Over 0.95 to 1.03	-2.0%
Over 65 to 70	Over 1.03 to 1.10	-4.0%
Over 70	Over 1.10	CORRECTIVE WORK REQUIRED

Price adjustments for each ride smoothness lot will be calculated as follows:

$$(\% \text{ Price Adjustment}) \times (\text{Composite Unit Price of ACHM Surface Course Per Ton [Metric Ton]}) \times (\text{Tons [Metric Tons] of ACHM in Ride Smoothness Lot})$$

Where:

$$\text{Tons of ACHM in Ride Smoothness Lot} = \frac{(\text{Lane Width}) \times (528' \text{ Length}') \times (440 \text{ lbs/SY}^*)}{9 \text{ SF/SY} \times 2000 \text{ lbs/Ton}}$$

$$\text{Metric Tons of ACHM in Ride Smoothness Lot} = \frac{(\text{Lane Width}) \times (200 \text{ m Length}) \times (240 \text{ kg/sq m}^*)}{1000 \text{ kg/metric ton}}$$

*Note: This is a constant rate for calculating positive and negative price adjustments for all projects.

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**Table 410-2
 Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
0.00	50.00	50.00	50.00
0.01	50.28	50.33	50.36
0.02	50.55	50.67	50.71
0.03	50.83	51.00	51.07
0.04	51.10	51.33	51.42
0.05	51.38	51.67	51.78
0.06	51.65	52.00	52.13
0.07	51.93	52.33	52.49
0.08	52.21	52.67	52.85
0.09	52.48	53.00	53.20
0.10	52.76	53.33	53.56
0.11	53.04	53.67	53.91
0.12	53.31	54.00	54.27
0.13	53.59	54.33	54.62
0.14	53.87	54.67	54.98
0.15	54.15	55.00	55.33
0.16	54.42	55.33	55.69
0.17	54.70	55.67	56.04
0.18	54.98	56.00	56.40
0.19	55.26	56.33	56.75
0.20	55.54	56.67	57.10
0.21	55.82	57.00	57.46
0.22	56.10	57.33	57.81
0.23	56.38	57.67	58.16
0.24	56.66	58.00	58.52
0.25	56.95	58.33	58.87
0.26	57.23	58.67	59.22
0.27	57.51	59.00	59.57
0.28	57.80	59.33	59.92
0.29	58.08	59.67	60.28
0.30	58.37	60.00	60.63
0.31	58.65	60.33	60.98
0.32	58.94	60.67	61.33
0.33	59.23	61.00	61.68
0.34	59.51	61.33	62.03
0.35	59.80	61.67	62.38
0.36	60.09	62.00	62.72
0.37	60.38	62.33	63.07

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
0.38	60.67	62.67	63.42
0.39	60.97	63.00	63.77
0.40	61.26	63.33	64.12
0.41	61.55	63.67	64.46
0.42	61.85	64.00	64.81
0.43	62.15	64.33	65.15
0.44	62.44	64.67	65.50
0.45	62.74	65.00	65.84
0.46	63.04	65.33	66.19
0.47	63.34	65.67	66.53
0.48	63.65	66.00	66.88
0.49	63.95	66.33	67.22
0.50	64.25	66.67	67.56
0.51	64.56	67.00	67.90
0.52	64.87	67.33	68.24
0.53	65.18	67.67	68.58
0.54	65.49	68.00	68.92
0.55	65.80	68.33	69.26
0.56	66.12	68.67	69.60
0.57	66.43	69.00	69.94
0.58	66.75	69.33	70.27
0.59	67.07	69.67	70.61
0.60	67.39	70.00	70.95
0.61	67.72	70.33	71.28
0.62	68.04	70.67	71.61
0.63	68.37	71.00	71.95
0.64	68.70	71.33	72.28
0.65	69.03	71.67	72.61
0.66	69.37	72.00	72.94
0.67	69.70	72.33	73.27
0.68	70.04	72.67	73.60
0.69	70.39	73.00	73.93
0.70	70.73	73.33	74.26
0.71	71.08	73.67	74.59
0.72	71.43	74.00	74.91
0.73	71.78	74.33	75.24
0.74	72.14	74.67	75.56
0.75	72.50	75.00	75.89
0.76	72.87	75.33	76.21

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
0.77	73.24	75.67	76.53
0.78	73.61	76.00	76.85
0.79	73.98	76.33	77.17
0.80	74.36	76.67	77.49
0.81	74.75	77.00	77.81
0.82	75.14	77.33	78.13
0.83	75.53	77.67	78.44
0.84	75.93	78.00	78.76
0.85	76.33	78.33	79.07
0.86	76.74	78.67	79.38
0.87	77.16	79.00	79.69
0.88	77.58	79.33	80.00
0.89	78.01	79.67	80.31
0.90	78.45	80.00	80.62
0.91	78.89	80.33	80.93
0.92	79.34	80.67	81.23
0.93	79.81	81.00	81.54
0.94	80.27	81.33	81.84
0.95	80.75	81.67	82.14
0.96	81.25	82.00	82.45
0.97	81.75	82.33	82.75
0.98	82.26	82.67	83.04
0.99	82.79	83.00	83.34
1.00	83.33	83.33	83.64
1.01	83.89	83.67	83.93
1.02	84.47	84.00	84.22
1.03	85.07	84.33	84.52
1.04	85.69	84.67	84.81
1.05	86.34	85.00	85.09
1.06	87.02	85.33	85.38
1.07	87.73	85.67	85.67
1.08	88.49	86.00	85.95
1.09	89.29	86.33	86.24
1.10	90.16	86.67	86.52
1.11	91.11	87.00	86.80
1.12	92.18	87.33	87.07
1.13	93.40	87.67	87.35
1.14	94.92	88.00	87.63
1.15	97.13	88.33	87.90

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
1.16	100.00	88.67	88.17
1.17	100.00	89.00	88.44
1.18	100.00	89.33	88.71
1.19	100.00	89.67	88.98
1.20	100.00	90.00	89.24
1.21	100.00	90.33	89.50
1.22	100.00	90.67	89.77
1.23	100.00	91.00	90.03
1.24	100.00	91.33	90.28
1.25	100.00	91.67	90.54
1.26	100.00	92.00	90.79
1.27	100.00	92.33	91.04
1.28	100.00	92.67	91.29
1.29	100.00	93.00	91.54
1.30	100.00	93.33	91.79
1.31	100.00	93.67	92.03
1.32	100.00	94.00	92.27
1.33	100.00	94.33	92.51
1.34	100.00	94.67	92.75
1.35	100.00	95.00	92.98
1.36	100.00	95.33	93.21
1.37	100.00	95.67	93.44
1.38	100.00	96.00	93.67
1.39	100.00	96.33	93.90
1.40	100.00	96.67	94.12
1.41	100.00	97.00	94.34
1.42	100.00	97.33	94.56
1.43	100.00	97.67	94.77
1.44	100.00	98.00	94.98
1.45	100.00	98.33	95.19
1.46	100.00	98.67	95.40
1.47	100.00	99.00	95.61
1.48	100.00	99.33	95.81
1.49	100.00	99.67	96.01
1.50	100.00	100.00	96.20
1.51	100.00	100.00	96.39
1.52	100.00	100.00	96.58
1.53	100.00	100.00	96.77
1.54	100.00	100.00	96.95

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
1.55	100.00	100.00	97.13
1.56	100.00	100.00	97.31
1.57	100.00	100.00	97.48
1.58	100.00	100.00	97.65
1.59	100.00	100.00	97.81
1.60	100.00	100.00	97.97
1.61	100.00	100.00	98.13
1.62	100.00	100.00	98.28
1.63	100.00	100.00	98.43
1.64	100.00	100.00	98.58
1.65	100.00	100.00	98.72
1.66	100.00	100.00	98.85
1.67	100.00	100.00	98.98
1.68	100.00	100.00	99.11
1.69	100.00	100.00	99.23
1.70	100.00	100.00	99.34
1.71	100.00	100.00	99.45
1.72	100.00	100.00	99.55
1.73	100.00	100.00	99.64
1.74	100.00	100.00	99.73
1.75	100.00	100.00	99.81
1.76	100.00	100.00	99.88
1.77	100.00	100.00	99.94
1.78	100.00	100.00	99.98
≥1.79 to 2.65	100.00	100.00	100.00

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT

Section 409.03(h) of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following bullet is added under detailed requirements:

- Broadband Internet Service shall be provided.

The Broadband Internet Service shall be provided with an Internet Protocol (IP) address which is reachable on the global Internet (public) and which is permanently assigned (static). The Contractor is not required to provide this service if an IP address which is both static and public is not available.

If this service is not available at the beginning of a project but becomes available during the life of the project, the Contractor shall provide the service immediately from the date of availability.

The data transfer rate shall be 3 megabits per second (Mbps) download and 500 kilobits per second (kbps) upload, or higher, with latency not to exceed 150 milliseconds. If the Broadband Internet Service meets all of the requirements of this specification except for the data transfer rate and/or latency, then the best performing available connection shall be provided.

Prior to the selection of the Broadband Internet Service provider, the Contractor shall submit to the Resident Engineer, in writing, the proposed method for providing Broadband Internet Service. The Resident Engineer shall review this submittal and respond in writing regarding the acceptability of the proposed method.

The Broadband Internet Service shall be provided with equipment providing one Ethernet port.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

WARM MIX ASPHALT

DESCRIPTION: The Department 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.”

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BROADBAND INTERNET SERVICE FOR FIELD OFFICE

Section 602 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added after the first paragraph of **Subsection 602.02(b)**:

Broadband Internet Service shall be provided to the field office where available.

The Broadband Internet Service shall be provided with an Internet Protocol (IP) address which is reachable on the global Internet (public) and which is permanently assigned (static). The Contractor is not required to provide this service if an IP address which is both static and public is not available.

If this service is not available at the beginning of a project but becomes available during the life of the project, the Contractor shall provide the service immediately from the date of availability.

The data transfer rate shall be 3 megabits per second (Mbps) download and 500 kilobits per second (kbps) upload, or higher, with latency not to exceed 150 milliseconds. If the broadband Internet service meets all of the requirements of this specification except for the data transfer rate and/or latency, then the best performing available connection shall be provided.

Prior to the selection of the broadband Internet service provider, the Contractor shall submit to the Resident Engineer, in writing, the proposed method for providing broadband Internet service. The Resident Engineer shall review this submittal and respond in writing regarding the acceptability of the proposed method.

The Broadband Internet Service shall be provided with equipment providing one Ethernet port.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

MAINTENANCE OF TRAFFIC

Section 603 Maintenance of Traffic and Temporary Structures of the Standard Specifications, Edition of 2014, is hereby expanded as follows:

The Contractor shall provide additional traffic control through the project as defined below, in order to provide a safe and convenient traffic flow at all times throughout the limits of each work zone and the approaches thereto.

The Contractor shall assume full responsibility for the safe and efficient movement of traffic through the construction area for the duration of the project. Prior approval by the Engineer shall be required for any alterations of traffic patterns shown on the plans.

All traffic control devices shall be in accordance with the details shown in the plans or on Standard Drawings TC-1, TC-2, TC-3, TC-4, and TC-5. The Contractor will be responsible for furnishing, placing, maintaining, relocating, and subsequent removal of all traffic control devices within the limits of the project.

The Contractor shall notify the Engineer a minimum of 5 full business days prior to closing a lane. If the Contractor fails to give the proper notification, the lane closure will not be allowed until 5 full business days after the notification was given.

The Contractor shall not close any portion of a lane unless active work will begin immediately. In addition, when gainful work is not being accomplished in an area where a lane has been previously closed, steps shall be taken to return traffic to normal conditions that is, all lanes open to traffic in each direction within 2 hours after construction operations have ceased. All additional labor, materials, and incidentals needed to return the traffic to normal conditions shall be provided, maintained, removed, and replaced, if necessary, at no cost to the Department.

Failure to comply with this requirement will result in a lane use charge of \$1,000 per day until work begins in the closed lane or the lane closure is removed. A lane closure will not be considered to be removed until all advance warning devices specific to the lane closure have been removed or revised. In assessing this lane use charge any portion of a day will be counted as a full day.

The Contractor shall conduct his operations so that no equipment or personnel shall occupy any portion of the roadway that remains designated for the passage of traffic.

BASIS OF PAYMENT: There shall be no direct payment for fulfilling the requirements of the Special Provision, but compensation shall be considered included in the price bid for Maintenance of Traffic.

Traffic control devices, where shown on the plans for payment, will be paid for at the contract unit price for each item involved. All additional traffic control devices beyond the contract amount shall be provided, maintained, and replaced, if necessary, at no cost to the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

CULVERT CLEAN OUT

DESCRIPTION: This item shall consist of the removal and disposal of any obstructions impeding the natural flow of water through Pipe Culverts or Box Culverts at locations shown on the plans or as designated by the Engineer.

CONSTRUCTION METHODS: The Contractor shall remove and dispose of all obstructions to culverts shown on the plans or designated by the Engineer by any method approved by the Engineer. The Contractor shall remove the obstructions without damaging the existing culvert. Any damage to the existing culvert resulting from the Contractor's operation of clean-out will be repaired by the Contractor at no cost to the State. The material removed by the Contractor from the culverts shall be disposed of at a site approved by the Engineer.

METHOD OF MEASUREMENT: Culvert clean out will be measured by the each for each location of culvert shown on the plans or as designated by the Engineer to be cleaned out. Regardless of the number of pipes the existing pipe culvert has, the measurement shall be by the each for that particular location.

BASIS OF PAYMENT: Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for "Culvert Clean Out", which price shall be full compensation for the removal and disposal of any obstructions, and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Culvert Clean Out	Each

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PLASTIC PIPE

Section 606 Pipe Culverts of the Standard Specifications for Highway Construction, Edition of 2014, is hereby expanded to include the following:

Subsection 606.02(d)(1) is hereby deleted and the following is substituted therefore:

(1) Polyethylene Pipe. The manufacture and furnishing of high density polyethylene pipe ranging in diameter from 18" (450mm) minimum to 48" (1200mm) maximum shall be according to AASHTO M 294, Type S. Polyethylene pipe shall have a corrugated outer shell with an essentially smooth wall waterway. Couplings and fittings supplied or recommended by the pipe manufacturer shall be used.

Subsection 606.02(d)(2) is hereby deleted and the following is substituted therefore:

(2) PVC Pipe. The manufacture and furnishing of PVC pipe ranging in diameter from 18" (450mm) minimum to 36" (900mm) maximum shall be according to ASTM F949, Cell Classification 12454. PVC pipe shall have annular or helical projections or ribs on the outer surface and an essentially smooth wall waterway. Couplings and fittings supplied or recommended by the pipe manufacturer shall be used.

The following is added as Subsection 606.02(d)(3):

(3) Polypropylene Pipe. The manufacture and furnishing of polypropylene pipe ranging in diameter from 18" (450mm) minimum to 60" (1500mm) maximum shall be according to AASHTO M330, Type S Polypropylene pipe shall have a corrugated outer shell with an essentially smooth wall waterway. Couplings and fittings supplied or recommended by the pipe manufacturer shall be used.

Subsection 606.02(k) is hereby deleted and the following is substituted therefore:

(k) Structural Bedding and Structural Backfill for Plastic Pipe Culverts shall meet the requirements for the material shown in the Plans and shall meet the requirements as shown in Subsection 302.02 of these Specifications except that the maximum particle size shall be 1" (25.4mm) for Structural Bedding and 1½" (37.5mm) for Structural Backfill.

Subsection 606.03.(a) second paragraph is hereby deleted and the following is substituted therefore:

Pipe culverts under the roadbed shall be so placed that the minimum depth of cover for pipe of any diameter or type shall be not less than the minimum cover as shown in the Plans, including a minimum of 12" (304.8mm) of pavement and/or base.

The following is added as Subsection 606.03(h):

(h) Acceptance Testing of Installed Polyethylene, PVC, and Polypropylene Pipe. All plastic pipes installed for storm drainage systems shall be tested for acceptance by the Contractor using a method consisting of, but not limited to, the following: electronic deflectometers, video cameras, or go/no-go mandrel. These tests shall be conducted not less than 30 days following installation of the pipe. The Engineer will witness all tests.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PLASTIC PIPE

At least 10 percent of the total quantity of each size of plastic pipe installed for storm drainage on the project shall be inspected for deformations using one of the approved methods listed above. The Engineer may select the areas to be tested. If the test indicates excessive deflection in the selected length of pipe, the Engineer may require additional lengths of pipe be tested in increments of 10 percent of the total installed length. Any pipes with a reduced diameter of 5 percent of the actual inside pipe diameter shall be removed and re-laid, if undamaged, or replaced with a new pipe at no cost to the Department. Re-laid pipe and new pipe shall be retested at no cost to the Department.

If the mandrel test is selected, a nine-point mandrel with a diameter equal to 95 percent of the nominal diameter of the pipe shall be used. The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance and shall be designed to prevent tipping from side to side and to prevent debris build-up from occurring between channels of the adjacent fins or legs. Each end of the mandrel shall have fasteners for attaching pulling cables. The mandrel shall have nine various sized fins or legs of appropriate dimensions for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size. For acceptance testing, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand without the use of excessive force.

Subsection 606.05(a) is hereby deleted and the following is substituted therefore:

(a) Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (linear meter) for High Density Polyethylene Pipe, PVC Pipe, or Polypropylene Pipe of the several sizes, which price shall be full compensation for furnishing, hauling, and installing the pipe; for couplers and joints; for furnishing all testing devices, materials, equipment, and labor for testing; for excavation and backfilling, including compacting backfill; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Pay Unit

___" (___mm) High Density Polyethylene Pipe
___" (___mm) PVC Pipe
___" (___mm) Polypropylene Pipe

Linear Foot (Meter)
Linear Foot (Meter)
Linear Foot (Meter)

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

EXTENSION FOR PIPE CULVERTS

DESCRIPTION: This item consists of extending existing pipe culverts at selected locations designated by the Engineer by retaining the existing pipe culverts and constructing a concrete collar as a waterproof seal connection between the existing and proposed pipe culverts.

MATERIALS: Materials shall conform to the requirements of Section 802 for Class S Concrete, and Section 804 for Reinforcing Steel (Grade 40 or Grade 60), of the Standard Specifications for Highway Construction, Edition of 2014.

CONSTRUCTION REQUIREMENTS: The Contractor shall break the existing headwall down to the top of the existing pipe culvert and excavate the material at the bottom of the existing pipe culverts in such a manner that the existing pipe culverts will experience no damage and can remain in place. After placement of the new culvert, the Contractor shall construct a concrete collar as a waterproof seal connection between the existing and proposed pipe culverts. The method used for forming and placing the concrete collar shall be sufficient to seal the joint from leakage as approved by the Engineer. Adequate vibration shall be applied to the concrete to ensure consolidation. Debris from the broken headwalls shall be removed and disposed of as approved by the Engineer.

BASIS OF PAYMENT: There shall be no direct payment made for fulfilling the requirements of this Special Provision. Payment for work completed and accepted as provided above will be considered included in the price bid for the various contract items.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

POLYMER OVERLAY

Description. This item shall consist of surface preparation and application of two courses of a two-component polymer overlay system to bridge decks. The polymer overlay system provided shall be specifically designed for use on concrete bridge decks and the minimum total thickness of the overlay system shall be ¼". The maximum total thickness shall be as recommended by the Manufacturer.

General. A minimum of 10 business days prior to overlay application, the Contractor shall submit Manufacturer’s specifications, product data, and certified test report(s) to the Engineer for approval. Information provided shall include all installation instructions and quality control procedures required to assure an acceptable finished overlay. The certified test report(s) shall be from an independent testing laboratory, shall be for testing made within the 36 months prior to the date of contract advertisement for bid, and shall show that the Manufacturer’s specifications are in compliance with the material requirements of this special provision. The Engineer may request samples of the polymer and aggregate for the purpose of acceptance testing by the Department.

In addition to the above submittals, the Contractor shall submit a history referencing past projects where similar work was performed. The work history shall document the successful application of a similar overlay system on either five (5) bridge locations or more than 5,000 square yards of bridge deck by the Contractor or Subcontractor performing the application within the last five (5) years. A brief description of each project and contact information for the facility owner shall be provided. The work history requirement may be waived by the Engineer if the requirements described below in “Contractor with No Work History” are met.

Materials. (a) Polymer Resin. The polymer resin base and hardener shall be composed of a two-component, 100% solids and 100% reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time ^A	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity ^A	700 – 2500 cps	ASTM C881 @ 23 ± 1°C (73 ± 2°F)
Shore D Hardness ^B	60-75	ASTM D2240
Absorption ^B	1% maximum at 24 hr	ASTM D570

POLYMER OVERLAY

Tensile Elongation ^B	30% - 70% @ 7 days	ASTM D638
Tensile Strength ^B	>2000 psi @ 7 days	ASTM D638
Chloride Permeability ^B	<100 coulombs @ 28 days	AASHTO T 277

^A Uncured, mixed polymer binder

^B Cured, mixed polymer

(b) Aggregates. Furnish natural or synthetic aggregates as recommended by the polymer Manufacturer that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean and free of surface moisture, angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties:

Property	Requirement	Test Method
Moisture Content ^A	≤ 0.5 %	AASHTO T 255
Hardness	≥ 6.5 on Mohs scratch hardness	ASTM Special Methods for Hardness
Absorption	≤ 1%	AASHTO T 84

^A Sampled and tested by Contractor at the time of placement.

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

(c) Overlay System. The required properties of the overlay system are listed in the table below:

Property	Requirement ^A	Test Method
Minimum Compressive Strength	1,000 psi @ 3 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified ^B
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

^A Based on samples cured or aged and tested at 75°F

^B Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized

POLYMER OVERLAY

brass molds.

Construction. (a) General. The Contractor shall consult with the Manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. The Contractor shall furnish the Engineer a copy of the recommended procedures and apply the overlay system in accordance with Manufacturer's instructions.

The Contractor shall plan and operate in such manner as to protect the traveling public from injury or damage during surface preparation or overlay application. Drains, expansion joints, joint seals, access hatches, or other appurtenances shall be protected from damage during surface preparation and overlay application, and from materials adhering to or lodging in these components. All construction joints shall be taped or formed to provide a clean straight edge.

Materials shall be stored and handled in accordance with Manufacturer's recommendations. All aggregates shall be stored in a dry environment and protected from contaminants on the job site.

(1) Contractor with Work History. A Manufacturer's technical representative experienced with the overlay system installation shall be present during the first overlay system application to ensure that surface preparation and overlay placement procedures are in accordance with Manufacturer's recommendations. The same materials and application thickness, equipment, procedures, and curing period shall be used by the Contractor on any subsequent overlays unless otherwise directed by the Manufacturer's representative or the Engineer.

(2) Contractor with No Work History. A Manufacturer's technical representative experienced with the overlay system installation shall be present during all overlay system applications on the first five (5) bridge decks or 5,000 square yards of bridge deck, whichever comes first, to ensure that surface preparation and overlay placement procedures are in accordance with Manufacturer's recommendations. After these successful applications, the same materials and application thickness, equipment, procedures, and curing period shall be used by the Contractor on any subsequent overlays unless otherwise directed by the Manufacturer's representative or the Engineer.

(b) Deck Preparation. (1) Overlay Removal. The Contractor shall remove any existing asphaltic overlays on bridge decks, approach slabs and approach gutters. Any existing overlay surface treatments shall be removed from the bridge deck. Work performed to remove asphaltic overlays or overlay surface treatments shall be considered subsidiary to the pay item "Polymer Overlay".

(2) Bridge Deck Repair. The Contractor shall remove all asphaltic patches and unsound or disintegrated areas of the concrete deck as directed by the Engineer. Work performed to repair the concrete deck will be paid for in accordance with Special Provision "Bridge Deck Repair for Polymer Overlays". Products used for the bridge deck repair shall be compatible with the polymer overlay system. The overlay application shall not be made until the deck repair has been in place the minimum time recommended by the polymer Manufacturer.

POLYMER OVERLAY

(3) Surface Preparation. Surface preparation shall not be performed more than 24 hours prior to the application of the overlay system.

The Contractor shall determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the Engineer requires additional verification of the surface preparation, the Contractor shall test the tensile bond strength according to ASTM C1583. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ¼ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the Engineer or a passing test result is obtained.

The entire surface shall be prepared using the final accepted adjustments to the shotblasting machine as determined above. Any areas inaccessible by the shotblasting equipment shall be thoroughly blast cleaned with hand-held equipment. Vertical concrete surfaces adjacent to and a minimum of 2" above the concrete deck shall be prepared according to SSPC-SP13 by using sand blasting, wire wheels, or other approved method.

Immediately prior to overlay placement, use oil-free compressed air to clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. Lightly sandblast the exposed surfaces if any prepared surfaces (including the first course of the polymer overlay) are exposed to rain or dew.

A transitional area adjacent to transverse expansion joints and bridge ends shall be formed using a shotblasting machine or other approved method. The concrete shall be removed to the total depth of the overlay thickness and tapered to the existing surface over a distance of three (3) feet.

The Engineer may consider the use of alternate surface preparation methods in accordance with the overlay system Manufacturer's recommendations. The Engineer shall approve the final surface profile and surface preparation prior to the Contractor placing the polymer overlay.

(c) Overlay Application. Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results in accordance with Manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50°F;
2. Deck temperature is below 50°F or exceeds 100°F;
3. Deck shows visible moisture after 2 hours when measured in accordance with ASTM D4263;
4. Rain is forecast during the minimum curing periods.

POLYMER OVERLAY

5. Materials component temperatures are below 50°F or above 99°F;
6. The gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only equipment that is necessary for surface preparation and overlay application will be allowed on the deck. Overlay placement shall begin as soon as possible after completion of the surface preparation.

The polymer overlay system shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Using equipment designed for this purpose, apply the polymer and aggregate in two separate courses in accordance with Manufacturer’s recommendations, but not less than the following rate of application:

Course	Minimum Polymer Rate ^A (GAL/100 SF)	Aggregate ^B (LBS/SY)
1	2.5	10+
2	5.0	14+

^A A grooved deck may require more epoxy polymer.

^B Application of aggregate shall be of sufficient quantity to completely cover the polymer.

Machine application equipment shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. The Contractor may disperse the aggregate using a standard chip spreader or similar machine. Hand application equipment shall consist of calibrated containers and a paddle-type mixer for mixing the polymer resins, squeegees, notched rakes, or rollers for distribution of the polymer, and brooms, spreaders, or other equipment for the distribution of the aggregate. Either application method is acceptable provided the Contractor demonstrates that they can maintain proper mix ratios, adequate mixing and distribution of the resins, and consistent, uniform coverage of aggregate. The Contractor may be required to change methods or equipment if unsatisfactory results are being obtained.

After completion of each course, cure the overlay in accordance with Manufacturer’s recommendations, but not less than the following minimum cure times:

	Average temperature of deck, polymer and aggregate components in °F				
Course	50-69	70-74	75-79	80-84	85-99
1	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	3 hrs.	3 hrs.	3 hrs.	3 hrs.	3 hrs.

After the first course is cured, all loose aggregate shall be removed prior to applying the second course. Each course shall be cured until vacuuming, brooming or other method approved

POLYMER OVERLAY

by the Engineer can be performed without dislodging the aggregate or damaging or tearing the surface. Excess aggregate material may be reused if approved by the Engineer and the Manufacturer.

First course applications shall be removed and replaced if insufficient aggregate is applied. A second course applied with insufficient aggregate may be left in place, but will require an additional course before opening to traffic.

At the direction of the Engineer, areas of overlay shall be tested for tensile bond strength in accordance with ASTM C1583, as described above. Successful bond strength test locations will be repaired with polymer overlay material in accordance with the Manufacturer's recommendations. Areas around unsuccessful bond strength tests shall be sounded and checked to determine extents of unbonded or unsatisfactory overlay to be removed and repaired as described below.

The Contractor shall repair all localized areas of unbonded, uncured, or damaged polymer overlay in accordance with Manufacturer's recommendations and at no additional cost to the Department. In the absence of Manufacturer's recommendations, repairs shall be completed by sawcutting in rectangular sections to the top of the existing deck, removing the overlay by scarifying, grinding or other approved methods, and by completing the surface preparation and overlay courses in accordance with this specification. Repair procedures shall be submitted to the Engineer for approval prior to beginning work.

Apply all courses of the overlay system before opening the area to traffic. Prior to opening to traffic, clean expansion joints, joint seals, and deck drains of all debris as directed by the Engineer. All excess material shall be disposed of by the Contractor in a satisfactory manner.

Method of Measurement. Polymer Overlay shall be measured by the square yard, complete and in place.

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Polymer Overlay, which price shall be full compensation for all required submittals and testing; for any removal of asphaltic overlays; for surface preparation; for furnishing materials; for application of polymer overlay courses, curing, and cleanup; for all costs associated with the presence of the Manufacturer's representative during the overlay system applications; for any required repairs; for disposal of excess materials; and for all labor, equipment, tools, and incidentals necessary to complete the work. Bridge Deck Repair for Polymer Overlays will be paid for separately.

Payment will be made under:

Pay Item	Pay Unit
Polymer Overlay	Square Yard

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

Description. This item shall consist of removing unsound portions of bridge deck concrete, disposing of the removed concrete, and replacing the removed volume with repair concrete in preparation for a polymer overlay meeting the requirements of Job Special Provision “Polymer Overlay”. This work shall be completed in accordance with the Standard Specifications, this Special Provision, and as directed by the Engineer.

Materials. (a) Concrete. Repair concrete shall consist of a rapid-hardening, low shrinkage cement, suitable for structural concrete applications. The cement shall be packaged in 50 pound bags and shall produce a concrete having the following minimum specified characteristics when batched using cement, sand and ¾" crushed gravel or stone at a ratio of 1:1:1 using water necessary to produce a 2" slump.

(1) Minimum Compressive Strength. Compressive strength, as verified by test methods ASTM C39 or AASHTO T 22, shall be as shown below with time being measured from addition of water to mix:

Temperature:	<u>45° F</u>	<u>70° F</u>	<u>95° F</u>
Time:			
2 ½ Hours	1,200 psi.	1,500 psi.	1,200 psi.
1 Day	3,000 psi.	3,000 psi.	3,000 psi.
28 Days	4,000 psi.	4,000 psi.	4,000 psi.

(2) Shrinkage. Maximum allowable shrinkage or expansion for cement shall be 0.20% as determined by AASHTO T 107 and AASHTO T 160.

(3) Certification. The supplier shall submit certification that the material meets these specifications. The Department reserves the right to make independent tests to verify the results.

(4) Working Time under Field Conditions. Initial set from addition of water to mix shall be from 30 to 45 minutes with a minimum of 20 minutes of working time at all temperatures from 45° F to 95° F (Workability must be good.).

(5) Additives. All additives necessary to retard or accelerate the set time to obtain the compressive strength and working time as described above shall be furnished as part of the bid and included with each pallet of cement furnished. Additives shall be in individual packets of an amount necessary for each bag of cement and well-marked as to usage, including instructions for number of packets per bag at a given temperature.

(b) Reinforcing Steel. Replacement reinforcing steel, if required, shall conform to the requirements of Section 804.

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

Equipment. The equipment used shall be subject to the approval of the Engineer. Removal should be accomplished with power-driven hand tools such as chipping hammers or pneumatic hammers, 45 lb. class maximum. Mechanical chipping tools shall generally not be operated at an angle in excess of 45° measured from the surface of the deck. Surface cleaning equipment shall be capable of properly cleaning the exposed reinforcement and existing concrete surface as defined herein.

The operation or placement of equipment and, or materials on the designated bridges shall be subject to the load restrictions of Subsection 105.14.

Preparation of Surface. (a) Removal. After cold milling or other scarifying of the existing deck surface to remove any asphaltic overlays, the surface shall be sounded and any areas of unsound, delaminated, or otherwise deteriorated concrete to be repaired shall be marked and measured by the Engineer. The area shall be made rectangular with sides parallel or perpendicular to the reinforcing steel. All concrete within the marked area shall be removed with vertical sides to a minimum depth of ¾" below the bottom of the top mat of reinforcing steel or to a greater depth, if necessary, to remove unsound concrete. If the bottom mat of reinforcing is exposed, then the removal and repair shall be made full depth. Care shall be taken to avoid damage to reinforcing steel, steel joint components, drains, or other appurtenances to remain. If damaged, these items shall be repaired or replaced at the Contractor's expense.

The structural integrity and stability of the deck and the structure shall be maintained by limiting the removal to the least area possible and avoiding unnecessary loading near unrepaired removals. Exposed reinforcing steel shall be supported as necessary to protect it from bending by vehicles or equipment loadings.

The Contractor shall provide shielding, as necessary, to ensure containment of all water and dislodged concrete within the removal area in order to protect the traveling public from flying debris and water spray both on and under the work site.

(b) Cleaning. Prior to placement of repair concrete, the surfaces shall be blast cleaned with high-pressure water, sand or other media until all exposed concrete and reinforcing steel are free from laitance, rust, dust, dirt, oil, grease, bituminous material, paint, and all other foreign matter.

(c) Reinforcing. Deteriorated reinforcing steel exhibiting section loss of greater than 25% or reinforcing steel damaged during concrete removal shall be replaced at the direction of the Engineer with new bars of the same or larger size that conform to Section 804. New bars shall be lapped 40 bar diameters to existing bars or dowelled into sound concrete in accordance with Subsection 804.06.

Care shall be maintained to prevent coated bars from being damaged. Epoxy coating damaged during surface preparation shall be repaired in accordance with Subsection 804.05.

(d) Formwork. Full depth repairs shall have a bottom surface formed to match the underside of the surrounding deck surface. Existing stay-in-place forms that are sound shall be cleaned and retained, otherwise suitable formwork shall be used and the concrete made to match the surrounding area. Removable formwork shall be removed by the Contractor after the repair has obtained the minimum required compressive strength of 3,000 psi.

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

Placing and Finishing Concrete. The Contractor shall plan operations for a given repair area to be within the working time of the concrete mixture and the maintenance of traffic requirements for the project.

The work area shall be thoroughly wet down with potable water prior to repair placement and be maintained in a “saturated surface dry” condition until placement. The Contractor shall also remove any standing water in depressions with vacuum or oil-free compressed air ahead of the placement.

Repair concrete shall be placed in a continuous operation for a given repair area and the top surface shall match the surrounding concrete. The concrete shall be consolidated by hand or by machine vibration, depending on the depth.

Curing Concrete. Immediately after placement, the repair areas shall be cured in accordance with Subsection 802.17. Any curing compounds used shall be compatible with the polymer overlay system. Contractor substitution of lithium silicate curing compounds or other materials for these provisions will not be allowed.

Method of Measurement. Bridge Deck Repair for Polymer Overlays will be measured by the square foot of the total deck area actually repaired at the direction of the Engineer.

Replacement reinforcing steel, if required, will be measured in accordance with Section 804.

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for Bridge Deck Repair for Polymer Overlays, which price shall be full compensation for the removal and disposal of concrete; for the installation and removal of any required formwork; for surface preparation; for repair of any damaged reinforcing coatings; for furnishing, placing, consolidating, finishing, and curing concrete; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Replacement reinforcing steel, if required, will be paid for in accordance with Section 804.

Payment will be made under:

Pay Item	Pay Unit
Bridge Deck Repair for Polymer Overlays	Square Foot

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

SHORING FOR CULVERTS

DESCRIPTION: Work under this item shall consist of the design, construction, and removal of a shoring or bracing system that may be required to retain the existing, temporary, or new roadway embankment and to maintain traffic during construction of culverts. The shoring system shall provide sufficient clearance for excavation and construction work and shall ensure the safety of the traveling public and workmen at all times.

WORK TO BE PERFORMED: Prior to construction of the shoring system, the Contractor shall submit the design and details of the system to the Engineer for informational and record purposes. Such submission shall include the design calculations, the kind and condition of materials to be used, working drawings showing all dimensions, and the procedure for installation of the system. The design and details submitted shall be prepared and/or approved by a Professional Engineer registered in Arkansas.

The Contractor shall be responsible for the adequacy of the temporary shoring during the entire period of construction. The Contractor shall be responsible for any and all damages and/or claims, including injury or death, arising out of the construction and use of temporary shoring.

The Contractor shall construct the shoring in accordance with the details submitted to the Engineer for informational purposes. Unless otherwise permitted by the Engineer, all components of the shoring system shall be removed upon completion of their use and shall remain the property of the Contractor.

PAYMENT: No direct payment will be made for work described in this special provision (which includes preparation of necessary design details and drawings, construction and removal of shoring, and for all materials, labor, tools, equipment, and incidentals necessary to complete the work) but shall be considered subsidiary to other pay items in the contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

WELLHEAD PROTECTION

Section 106.02 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Section 106.02**:

Public drinking water well(s) are located in the vicinity of this project. Each well has a wellhead protection area delineated. The wellhead protection area identifies the area around the well in which Restraining Conditions as specified in Section 107.10 apply to protect drinking water quality. The Contractor shall, in all operations including materials excavation, make provision to minimize the potential impact to the local public drinking water sources resulting from work performed on this project.

Required actions of the Contractor shall include, but are not limited to, the following:

- 1) Excavations for borrow areas, material pits, or quarry sites shall not extend below ten (10) feet from normal ground surface within all wellhead protection areas shown on page 2.
- 2) No waste materials shall be disposed of in the borrow areas, material pits, or quarry sites within wellhead protection areas.

In the event that damage occurs to local public drinking water sources which is the result of the Contractor's actions or negligence, compensation shall be provided by the Contractor at no cost to the State.

The Contractor may request a variance from this special provision by submittal in accordance with 107.10(c)(2). The Contractor will not be granted additional compensation or contract time due to requested modifications of this special provision.

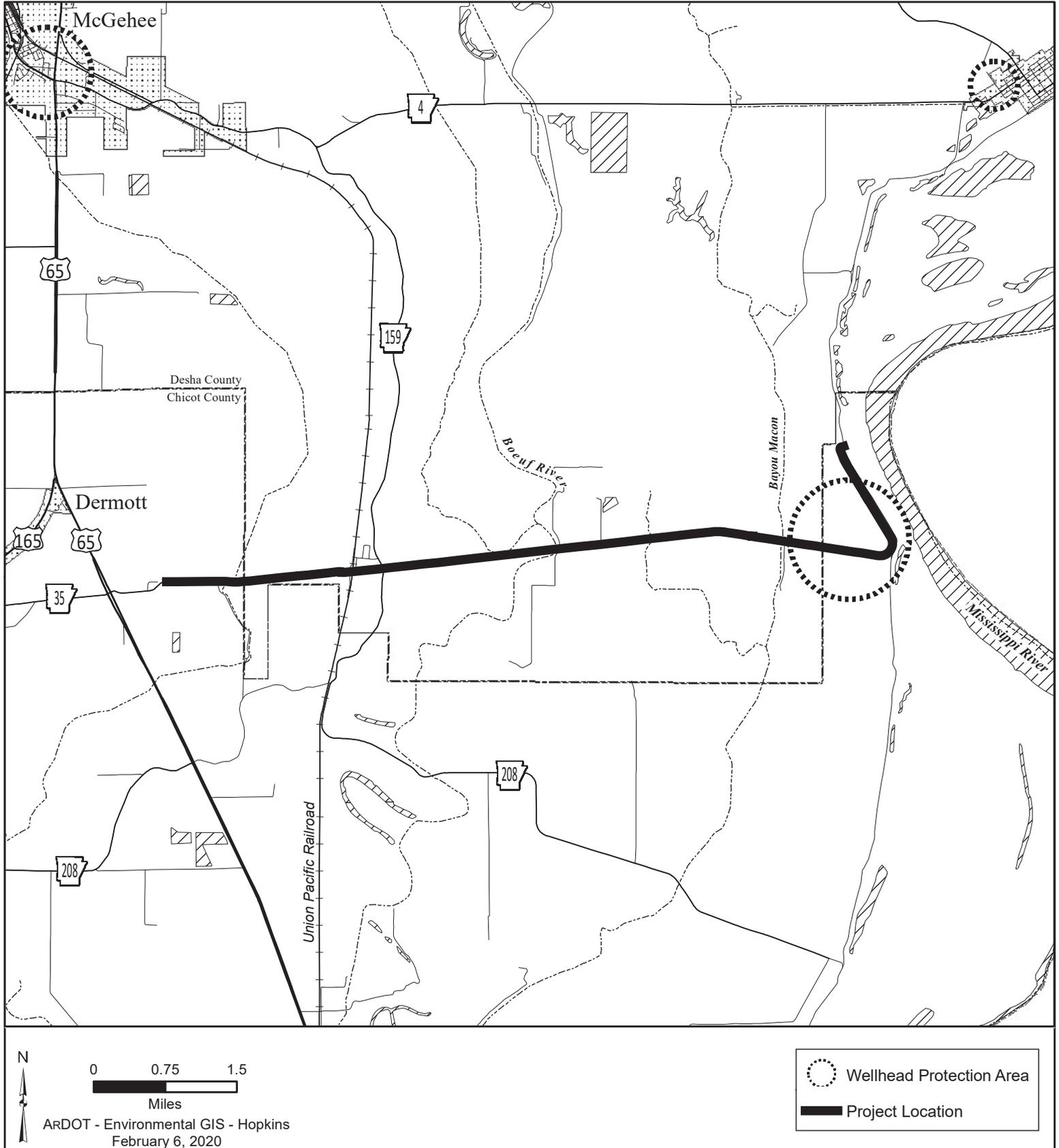
METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The work involved in complying with this Special Provision will not be measured or paid for separately, but will be considered included in the contract unit prices bid for other items of the contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

WELLHEAD PROTECTION



ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB 020629****INSURANCE, CONSTRUCTION, AND FLAGGING REQUIREMENTS ON RAILROAD
PROPERTY (NLA)****GENERAL**

The requirements of this Special Provision are intended to apply to construction activities on the North Louisiana and Arkansas Railway right-of-way on the at grade separated crossing on Highway 35 in Desha County, Arkansas (DOT No. 425682M, Lake Providence Sub, Railroad Mile Post 416.80). These requirements are in addition to construction details on the Plans or called for elsewhere in the Specifications.

This Special Provision applies to a portion of the construction activities on this project and supplements the Plans.

RIGHT-OF-ENTRY AND INSURANCE

Before beginning any work on the Railroad's right-of-way, the Contractor shall provide a copy of the executed all required right of entry/access agreements. Contact Mr. Danny Robbins, Manager, Northern Louisiana & Arkansas Railway, 4416 South Arkansas Ave., Russellville, AR 72082 (479) 968-6455.

The insurance specified shall be kept in force until all work required to be performed shall have been satisfactorily completed and accepted in accordance with the contract under which the construction work is undertaken. The Railroad shall be notified at least 30 days in advance of termination of the policy.

CONSTRUCTION

The Contractor shall give at least one week's advance notice in writing to the Railroad Company's authorized representative before starting any work whatsoever in the vicinity of the tracks. The Contractor shall reimburse the Railroad Company for any expense to the Company for all flagmen or other protective services or devices deemed necessary by the Railroad Company management during the performance of the work.

Fiber optic cable systems may be buried on the Railroad's property. The Contractor shall telephone the Arkansas One Call Center (800) 482-8998 to determine if fiber optic cable is buried anywhere on the Railroad's right-of-way within the project limits. If it is, the Contractor shall telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for protection of the fiber optic cable prior to beginning any work on the Railroad's right-of-way.

In performance of his work, the Contractor shall keep men, material and equipment at least fifteen (15) feet from the nearest rail and shall cross over the tracks only at public crossings or such other points as the Railroad Company shall specifically approve. No work will be allowed within fifty (50) feet of the nearest rail when trains pass the work site.

The Contractor shall protect and hold harmless the Railroad and any other railroad company occupying or using the Railroad's right-of-way or line of the Railroad against all loss, liability and damage arising from activities of the Contractor, it's forces or any of it's subcontractors or agents.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB 020629****INSURANCE, CONSTRUCTION, AND FLAGGING REQUIREMENTS ON RAILROAD
PROPERTY (NLA)**

Upon completion of work, the Contractor shall remove from the Railroad's premises all equipment, surplus material and debris, leaving the premises in a neat condition satisfactory to Railroad's superintendent.

FLAGGING

A flagman may be required whenever any work is performed within twenty-five (25) feet of the nearest rail. Contact Mr. Danny Robbins, Manager, Northern Louisiana & Arkansas Railway, 4416 South Arkansas Ave., Russellville, AR 72082 (479) 968-6455, to arrange flagging services 30 days before flagging is needed.

PAYMENT

The costs incident to this Special Provision shall not constitute a separate pay item under this contract or be paid for directly but shall be considered to be subsidiary work pertaining to the various items of the contract.

Payment for the costs incidental to this Special Provision will be made under the pay item 'Highway/Railroad Insurance' by the Lump Sum. Payment will be made at the time the Railroad Protective Liability Policy is accepted by the Railroad Company.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 020629

PARTNERING REQUIREMENTS

Section 104 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **subsection 104.01**:

The Department encourages on this project the establishment and use of a voluntary cohesive partnership agreement between the Department and its Prime Contractor and subcontractors. Toward this end, a partnership may be structured between these parties to draw on the strengths of each to identify and achieve their mutual goals. The objectives of this are:

- Effective contract performance,
- Efficient contract performance,
- Completion of the project within budget,
- Completion of the project on schedule, and
- Construction of the project in accordance with the contract.

This partnership will be shared equally between the Department and the Prime contractor and subcontractors. Participation in this "partnering" concept is voluntary on this project. The Prime Contractor and approved subcontractors shall bear the costs associated with their personnel's time while participating in seminars, workshops, and meetings for successful "partnering" on this project.

In order to obtain a successful partnering relationship and agreement, the Department shall arrange for a partnership development/team building workshop prior to the preconstruction conference. Persons required to attend this workshop are:

- Contractor and approved Subcontractor President, Vice President, or General Superintendent,
- Contractor and approved Subcontractor project Superintendent,
- Department District Engineer,
- Department Resident Engineer,
- Appropriate Department Design personnel,
- Department Staff Construction Engineer, and
- Department Area Materials Engineer.

The Federal Highway Administration and other interested parties shall be invited to attend and participate, but their attendance will not be required.

The Department and/or the Contractor may bring other personnel at their option.

Follow-up meetings shall be held periodically throughout the duration of the contract. The establishment of a partnership charter on this project will not change the legal relationship of the Department and the other participating parties to the contract nor relieve either party from any of the terms of the contract.

The partnership agreement shall NOT constitute authority to change the contract, plans, or Specifications.

ARKANSAS DEPARTMENT OF TRANSPORTATION

JOB NO. 020629

STORM WATER POLLUTION PREVENTION PLAN

**National Pollution Discharge Elimination System
General Permit # ARR150000**

Prepared for:

ARKANSAS DEPARTMENT OF TRANSPORTATION

Date: September 15, 2020

GENERAL INFORMATION:

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the ARDOT for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

- a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
- b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
- c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.
- d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
- e) Construction site posting.
 - i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* ADEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Department of Environmental Quality (ADEQ) Authorization Letter to Discharge Storm Water when it is sent by ADEQ.
 - ii. For small construction sites under five acres (automatic coverage sites) - the completed ADEQ Notice of Coverage for small sites from the ADEQ website.

PROJECT NAME AND LOCATION:

Job 020629, Hwy. 65 – Yellow Bend Port (S)

ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 020629
STORM WATER POLLUTION PREVENTION PLAN

OPERATOR NAME AND ADDRESS:

Arkansas Department of Transportation

Name of District Engineer Deric Wyatt

Address of District Headquarters
4900 Hwy. 65 S, Pine Bluff, AR 71611

P.O. Box 6836 Pine Bluff, AR 71611

Name of Resident Engineer (Contact Person) Jared Bymaster

Contact Number 870-222-5104

A. Site Description

- 1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.
- 2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This project consists of a notch and widening of the existing pavement structure, polymer overlay of the existing bridges, and widening for the guardrail installation at existing bridge locations.
- 3) Sequence of Activities:

The sequence of Major Soil Disturbing Activities is shown below. **Be aware that the sequence below is provided as a general course of action for the progression of construction activities. Actual sequence of construction will be determined by the Contractor's schedule and field conditions.**

- a. Clearing and grubbing / removal and disposal of items
- b. Notch and widening of pavement / construction of drainage structures
- c. Excavation and embankment
- d. Rough and final grading of roadway
- e. Seeding

4) Total Acres Available: 89.33 Total Disturbed Area: 63.35

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 020629
STORM WATER POLLUTION PREVENTION PLAN

5) Existing Site Information:

a. Runoff Coefficient Based on attachment C:

Before construction starts, the site has a runoff coefficient of 0.50

After construction is completed, the site will have a runoff coefficient of 0.60

b. Soil Information Highly plastic clay with some sand

B. Responsible Parties-General Contractors, Inspectors, etc:

Refer to Contractor identification form in Section Q and the Inspector identification form in Section R. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

- a. Black Pond Slough 134+07
- b. Macon Bayou 316+64
- c. Canal No. 43 356+58
- d. Dry Bayou 369+90
- e. Boggy Bayou 443+42
- f. Little Boggy Bayou 477+25

2) The following bodies of water receive runoff from the construction site:

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: Black Pond Slough

Narrative Description of Nearest Water: Black Pond Slough thence Big Bayou

Name of Ultimate Receiving Water: Ouachita River

Waterbodies that would require the fifty (50) foot buffer zone are Extraordinary Resource Waters (ERW), Ecologically Sensitive Waterbodies (ESW), Natural and Scenic Waterways (NSW), waterbodies with approved TMDLs, waterbodies on the 303(d) list, and/or other uses at the discretion of the Director of ADEQ.

Above categorized waterbodies, if any on project, list both waterbody and qualifier:

N/A

D. TMDL and 303(d) list can be found at:

[\(http://www.adeg.state.ar.us/water/planning/integrated/\)](http://www.adeg.state.ar.us/water/planning/integrated/)

1) 303(d) Listed Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 020629
STORM WATER POLLUTION PREVENTION PLAN

Statement 1:

Storm water discharges from this site do not enter a waterbody on the list of waters impaired for turbidity or other pollutant which could be impacted by roadway construction on the 303(d) list.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody on the list of impaired waterbodies (303d list) for turbidity and/or other pollutant. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

Storm water discharges from this site do not enter a waterbody with an approved TMDL for turbidity or other pollutant which could be impacted by roadway construction.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody with an established TMDL allocation for turbidity and/or other pollutant. A TMDL has been written for the waterbody that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

- 1.) List TMDL assumptions and allocations: _____

- 2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. _____

E. Attainment of Water Quality Standards after Authorization: (Permit Pg. 4 of Part II)

BMPs have been selected and will be installed and maintained at the construction site that will minimize the discharge of pollutants as necessary to meet applicable water quality standards.

F. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

ARKANSAS DEPARTMENT OF TRANSPORTATION
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STORM WATER POLLUTION PREVENTION PLAN

G. Storm Water Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit Pg. 5 of Part II)

Complete descriptions and specifications for control measures may be found in the ARDOT's Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.**

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.
(Construction Activity/Control/Timing)

- 1) Clearing and Grubbing, removal and disposal / silt fence / prior to clearing & grubbing
- 2) Notch & widening / ditch checks and silt fencing / ongoing
- 3) Construction of drainage structures / ditch checks / silt fence / ongoing
- 4) Construction of new pavement / ditch checks / & silt fence
- 5) Excavation and embankment of roadway / silt fence / temp. seeding / ongoing
- 6) Rough and final grading of roadway / silt fence / temp. seeding / ongoing
- 7) Final stabilization / seeding / mulch cover

2. Stabilization Practices: (Permit Pg. 5 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

- Dust control - wet down dusty areas as needed/ongoing
- Erosion control matting - _____
- Geotextiles - _____
- Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing
- Mulches - _____
- Mulch control netting - _____
- Off-site tracking controls (Either stabilized exits and/or wheel washing)*
- Preserving existing vegetation - as shown on the job plans/ongoing
- Sod stabilization - As shown on plans
- Temporary and permanent seeding - will be initiated within 14 days of temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.

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Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of ADEQ.

If encroachment is necessary within these required buffer zones, briefly describe the reason why.)

When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.

Slope Tracking - _____
Other - _____

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

3. Structural Practices: (Permit Pg. 6 of Part II)

List of Structural Practices to be utilized and scheduling of implementation for that practice:

_____ Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or sized based on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) _____

_____ Curb & gutter - _____

Ditch checks** - _____

_____ Diversion ditches - _____

_____ Drainage swales - _____

_____ Drop inlet silt fences - _____

Erosion Control Matting - _____

_____ Gabions - _____

Inlet & outlet protection - _____

Silt fences - _____

_____ Slope drains - _____

_____ Storm sewer - _____

_____ Retaining walls - _____

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_____ Temporary Silt Dikes - _____
_____ Wattles/Sediment Logs - _____
_____ Filter Socks - _____
_____ Other - _____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements, the procedures for the removal of a sediment basin can be found in the Standard Specifications Subsection 621.03.

**Hay/Straw bales will not be used in areas of concentrated flow.

H. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and all other activities that will generate wastes during the construction phase. (Permit Pg. 7 of Part II)

1) Solid material control, debris, and wastes:

All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USA Corps of Engineers Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to waterbodies.)

3) Temporary sanitary facilities:

Facilities will be provided and properly maintained by the Contractor in accordance with Subsection 107.06 of the Standard Specifications.

4) Concrete waste area:

Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

5) Fuel storage, hazardous materials, and truck washing areas:

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

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 STORM WATER POLLUTION PREVENTION PLAN**

I. Non-Storm Water Discharges: (Permit Pg. 11-12 of Part I)

List of Anticipated Allowable Non-Storm Water Discharges*:

- 1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2
- 2) Landscape Irrigation
- 3) Pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.
- 4) Uncontaminated springs, excavation dewatering, and groundwater (Part I.B.13.C). If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

*Other Allowable Non-Storm Water Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

J. Post-Construction Storm Water Management: (Permit Pg. 7 of Part II)

Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

<input checked="" type="checkbox"/>	Channel linings	<input checked="" type="checkbox"/>	Concrete ditch paving
<input checked="" type="checkbox"/>	Culverts	<input type="checkbox"/>	Curb and gutter
<input type="checkbox"/>	Detention basins	<input type="checkbox"/>	Drop inlets
<input type="checkbox"/>	Dumped riprap	<input type="checkbox"/>	Floodgates
<input type="checkbox"/>	Gabions	<input type="checkbox"/>	Grassed swale
<input type="checkbox"/>	Inlet & outlet protection	<input checked="" type="checkbox"/>	Permanent seeding
<input type="checkbox"/>	Retention pond	<input type="checkbox"/>	Riprap
<input checked="" type="checkbox"/>	Solid sodding	<input type="checkbox"/>	Storm sewer
<input type="checkbox"/>	Topsoil replacement	<input checked="" type="checkbox"/>	Underdrains
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland creation
<input type="checkbox"/>	Other-list _____		

Velocity dissipation devices:

<input type="checkbox"/>	Concrete spillways	<input type="checkbox"/>	Grouted riprap
<input checked="" type="checkbox"/>	Permanent seeding & mulch	<input checked="" type="checkbox"/>	Underdrains
<input checked="" type="checkbox"/>	Solid sodding	<input checked="" type="checkbox"/>	Concrete ditch paving
<input type="checkbox"/>	Dumped riprap	<input type="checkbox"/>	Detention basins
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland infiltration
<input type="checkbox"/>	Other-list _____		

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K. State or Local Programs: (Permit Pg. 8 of Part II)

The Arkansas State Highway Commission and the Arkansas Department of Transportation have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled, and maintained by the ARDOT. The ARDOT will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

This authority does not extend to the Contractor's off-site operations. The Contractor is responsible for complying with all State and Local Programs in accordance with Subsection 107.01 of the Standard Specifications.

L. Inspections: (Permit Pg. 8 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

- Every 7 days or**
 Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, and any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance, and reporting practices that will be used to maintain erosion and sediment controls at the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer's specifications.
4. Controls will be replaced or modified if periodic inspections reveal the device is not performing as intended.
5. Approximate times of beginning and duration of storm events.
6. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.
7. A description of any discharges during inspections.
8. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
9. All site entrances and exits will be checked to ensure no off-site tracking.
10. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
11. In addition to inspection, records will be kept of the following:
 - a. Dates when major grading activities occur,
 - b. Dates when construction activities cease in an area, temporarily or permanently,
 - c. Dates when an area is stabilized, temporarily or permanently.

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M. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit Pg. 9 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.4.M.

N. Adverse Weather Conditions: Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

O. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ARDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ARDOT Environmental Division at (501) 569-2522, or the U.S. Fish and Wildlife Service at (501) 513-4489.

P. Employee Training: ARDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

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STORM WATER POLLUTION PREVENTION PLAN

S. Plan Certification: (Permit Pg. 9 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Storm Water Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

Printed Name: Trinity D. Smith

Printed Title: Engineer of Roadway Design

Signature:  *CRM*

Date: 9-17-2020

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 020629
VALUE ENGINEERING

Section 104 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as a new subsection:

104.08 Value Engineering Change Proposals (VECP).

(a) General. The Contractor may submit a Value Engineering Change Proposal at any time after execution of the Contract by the Department. Any VECP submitted before this date shall be deemed to have been submitted on the date the Contract was executed by the Department and the time allowed for consideration of the VECP shall begin on that date. Any cost savings generated to the Contract as a result of a VECP submitted by the Contractor and approved by the Department shall be shared equally between the Contractor and the Department.

The Contractor may submit a VECP for an approved subcontractor. Subcontractors may not submit a VECP except through the Contractor.

Bid prices shall not be based on the anticipated approval of a VECP. If a VECP is rejected, the Contract shall be completed at the Contract bid prices.

If the Department determines that the time for response indicated in the submittal is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Department for review and the effect on the Contractor's schedule occasioned by the added time, the Department will evaluate the need for a time extension.

The Contractor shall have no claim against the Department for any delay to the Contract based on the failure to respond within the time indicated in the submittal if additional information is needed to complete the review.

VECPs contemplated are those that could produce a savings to the Department without impairing essential functions and characteristics of the facility; including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, and safety.

The Contractor may submit for review a "VECP Concept" provided that it contains enough information to clearly define the work involved and the benefits to be realized. Written notification by the Department that the review has been completed and that the "VECP Concept" appears to be favorable merely indicates that the engineering and plan development may continue for submittal of the VE Change Proposal and is not authorization for any construction work to begin. Should the final design not reflect the expected benefits, the Department may reject the "VECP Concept" and the VE Change Proposal without recourse by the Contractor.

(b) Submittal of Proposal. The following materials and information shall be submitted with each proposal:

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the cooperative advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, desired appearance, and safety.

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3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract features and requirements.
4. A complete analysis indicating the final estimate costs and quantities to be replaced by the Proposal compared to the new costs and quantities generated by the Proposal.
5. A statement specifying the date by which a Change Order adopting the Proposal must be executed to obtain the maximum cost reduction during the remainder of the Contract. This is the review time.
6. A statement detailing the effect the Proposal will have on the Contract time for completing the Contract.
7. A description of any previous use or testing of the Proposal and the conditions and results. If the Proposal was previously submitted on another Department project, indicate the date, Contract number, and the action taken by the Department.

(c) Conditions. VECPs will be considered only when all the following conditions are met:

1. VECPs, approved or not approved by the Department, apply only to the ongoing Contract(s) referenced in the Proposal and become the property of the Department. The Proposal(s) shall contain no restrictions imposed by the Contractor on their use or disclosure. The Department has the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the Proposal. The Department retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
2. If the Department is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently incorporated in a VECP, the Department will reject the Proposal and may proceed without obligation to the Contractor.
3. The Contractor shall have no claim against the Department for additional costs or delays resulting from the rejection of a VECP, including but not limited to, "VECP Concept" acceptance, engineering and development costs, loss of anticipated profits, increased material or labor costs.
4. The Department will determine if a Proposal qualifies for consideration and evaluation. It may reject any Proposal that requires excessive time or costs for review, evaluation, and/or investigations, or that is not consistent with the Department's design policies and criteria for the project.
5. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal. Where modifications to the VECP, other than changes to the estimated quantities, are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were

ARKANSAS DEPARTMENT OF TRANSPORTATION
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VALUE ENGINEERING

constructed under the original contract requirements. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the Department for delay or for other costs.

6. The proposed work shall not contain experimental features but shall be proven features that have been used under similar or acceptable conditions on other projects or locations acceptable to the Department.

7. Proposals will not be considered if equivalent options are already provided in the Contract.

8. The savings generated by the Proposal must be sufficient to warrant a review and processing.

9. A Proposal changing the type and/or thickness of the pavement structure or revising quantities simply by adjusting grades will not be considered.

10. Additional information needed to evaluate Proposals, shall be provided in a timely manner. Untimely submittals of additional information will result in rejection of the Proposal. Where design changes are proposed, the additional information could include results of field investigations and surveys, design computations, and field change sheets. The review time shall be extended by the number of days between the request by the Department for additional information and the delivery of such additional information.

(d) Payment. If the VECP is accepted, the changes and payment will be authorized by Change Order.

Reimbursement will be made as follows:

1. The changes will be incorporated into the Contract by changes in quantities or unit prices of existing pay items, by the addition of new pay items, or any combination of these methods, as appropriate. Existing pay items are the original Contract pay items and any pay items that have been added to the Contract by Supplemental Agreement on or before the date the VECP is submitted.

2. The cost of the revised work as determined from the changes will be paid as specified in the Change Order. In addition, the Department will pay the Contractor 50 percent of the actual savings to the Department as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract bid prices. This payment will be made upon satisfactory completion of all work under the VECP.

3. Costs for "VECP Concept" acceptance, engineering and development, design, and implementation associated with the VECP are not eligible for reimbursement.

4. Payments as designated above will be made to the Contractor. If the VECP was originated by a subcontractor, the Contractor shall be responsible for any and all payments to the subcontractor arising from the approval of the VECP.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 020629

UTILITY ADJUSTMENTS

Utility facilities at the approximate locations noted in Appendix A will be removed, relocated and/or adjusted in accordance with separate agreements between the Department of Transportation and the respective utility owners.

In accordance with Subsection 105.07, Cooperation with Utilities, of the Standard Specifications, Edition of 2014, the Contractor is forewarned that such work may be underway concurrently with the work under this contract.

1. Owner – AT&T Arkansas

Contact Scott Kidd, 501-321-3200, 220 Prospect Ave. Rm. 400, Hot Springs, AR 71902.

It is anticipated that AT&T Arkansas will be issued a work order by October 31, 2020, with an estimated completion date of January 29, 2021.

2. Owner – City of Dermott Water

Contact Mayor Walter Donald, 870-538-5251, 211 E. Iowa St., Dermott, AR 71638.

City of Dermott Water has advised they have no conflict with construction.

3. Owner – Entergy Distribution

Contact Tammy Carter, 501-379-0710, 900 S. Louisiana St, Little Rock, AR 72201.

It is anticipated that Entergy Distribution will be issued a work order by October 31, 2020, with an estimated completion date of April 13, 2021.

NOTE: Recent weather-related events have caused significant damage to the utility infrastructure. Utilities during such time have Mutual Assistance Agreements to help each other as requested to restore infrastructure as quickly as possible; therefore, current schedules are subject to change.

The utility status were based on information received from the utility companies, and ARDOT right of way being acquired by October 31, 2020, and the most current information available at this time; therefore, the dates are subject to change.

In case there is a delay beyond the information as set forth above, and should such delay necessarily cause a delay in the Contractor's prosecution of the work, an equitable extension of contract time will be granted to the Contractor. No claim for extra compensation will be allowed, however, because of such delay.

An approved Highway-Utility Agreement, a letter of commitment, or other appropriate document evidencing satisfactory arrangements for the orderly removal, relocation, and/or adjustment of separately owned utility facilities located within the limits and interfering with the construction under this contract is on file with the Arkansas Department of Transportation.

The Contractor is required to make every effort to locate buried utilities, including, but not limited to, calling Arkansas One Call Center (800) 482-8998.

Approximate Utility Locations

Utility Owner	Facility Type	Location	Station Number	Est. Comp. Date
AT&T Arkansas	Buried Fiber Optic	Parallel Left Hwy. 35	100+00 - 128+30	1/29/2021
	Buried Fiber Optic	Crosses Hwy. 35	128+30	
	Buried Fiber Optic	Parallel Right Hwy. 35	128+30 - 205+50	
	Buried Fiber Optic	Crosses Hwy. 35	205+50	
	Buried Copper Cable	Parallel Right Hwy. 35	100+00 - 220+75	
	Buried Copper Cable	Crosses Hwy. 35	220+75	
	Buried Copper Cable	Parallel Left Hwy. 35	220+75 - 318+70	
	Buried Copper Cable	Crosses Hwy. 35	318+70	
	Buried Copper Cable	Parallel Right Hwy. 35	318+70 - 444+85	
	Buried Copper Cable	Crosses Hwy. 35	444+85	
Buried Copper Cable	Parallel Left Hwy. 35	444+85 - 571+22		
City of Dermott Water	6" Water Main	Parallel Left Hwy. 35	100+00 - 125+50	No Conflict
	6" Water Main	Crosses Hwy. 35	128+50	
	6" Water Main	Parallel Right Hwy. 35	128+50 - 220+85	
	2" Water Main	Crosses Hwy. 35	201+00	
	4" Water Main	Crosses Hwy. 35	220+85	
	4" Water Main	Parallel Left Hwy. 35	220+85 - 302+90	
	4" Water Main	Crosses Hwy. 35	302+90	
	4" Water Main	Parallel Right Hwy. 35	302+90 - 444+95	
	4" Water Main	Crosses Hwy. 35	444+95	
	4" Water Main	Parallel Left Hwy. 35	444+95 - 465+10	
	4" Water Main	Crosses Hwy. 35	465+10	
	4" Water Main	Parallel Right Hwy. 35	465+10 - 500+00	
Entergy Distribution	Aerial Three-Phase	Parallel Left Hwy. 35	100+00 - 124+00	4/13/2021
	Aerial Three-Phase	Crosses Hwy. 35	124+00	
	Aerial Three-Phase	Parallel Right Hwy. 35	124+00 - 197+25	
	Aerial Three-Phase	Crosses Hwy. 35	169+10	
	Aerial Three-Phase	Crosses Hwy. 35	197+25	
	Aerial Three-Phase	Parallel Left Hwy. 35	197+25 - 200+50	
	Aerial Three-Phase	Crosses Hwy. 35	200+50	
	Aerial Three-Phase	Parallel Right Hwy. 35	200+50 - 220+95	
	Aerial Three-Phase	Crosses Hwy. 35	219+70	
	Aerial Three-Phase	Crosses Hwy. 35	220+55	
	Aerial Three-Phase	Parallel Left Hwy. 35	220+95 - 352+00	
	Aerial Three-Phase	Crosses Hwy. 35	352+00	
	Aerial Three-Phase	Parallel Right Hwy. 35	352+00 - 360+15	
	Aerial Three-Phase	Crosses Hwy. 35	360+15	
	Aerial Three-Phase	Parallel Left Hwy. 35	360+15 - 410+45	
	Aerial Three-Phase	Crosses Hwy. 35	410+45	
	Aerial Three-Phase	Crosses Hwy. 35	453+80	
	Aerial Three-Phase	Parallel Left Hwy. 35	423+80 - 499+00	
	Aerial Three-Phase	Crosses Hwy. 35	499+00	
	Aerial Three-Phase	Parallel Right Hwy. 35	499+00 - 500+75	
Aerial Three-Phase	Crosses Hwy. 35	500+75		
Aerial Three-Phase	Parallel Left Hwy. 35	500+75 - 569+00		

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following tables:

WORKING DAY PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1,100
1,000,000	2,000,000	1,300
2,000,000	5,000,000	1,500
5,000,000	10,000,000	1,900
10,000,000	15,000,000	2,000
15,000,000	20,000,000	2,100
20,000,000	-----	2,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000	-----	750

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONTRACTOR'S LICENSE

Section 102 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The third paragraph of **Subsection 102.01, Prequalification of Bidders** is hereby deleted and the following substituted thereof:

The attention of prospective bidders is directed to Ark. Code Ann. §17-25-101 et seq., Act 150 of the 1965 Acts of Arkansas, being an "Act Regulating the Practice of Contracting in the State of Arkansas", and any subsequent amendments made thereto. When the work offered is financed in whole with State funds and is estimated to cost \$50,000 or more, the prospective bidder must show evidence of license with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

The third paragraph of **Subsection 108.01, Subletting of Contract** is hereby deleted and the following substituted thereof:

It shall be the responsibility of the Contractor to determine that all parties performing work amounting to \$50,000 or more are currently licensed by the Contractors Licensing Board for the State of Arkansas.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DEPARTMENT NAME CHANGE

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ISSUANCE OF PROPOSALS

Section 102 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 102.04(j) is hereby deleted and the following is substituted therefore:

(j) If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages.

Subsection 102.04(k) is hereby deleted and the following is substituted therefore:

(k) If the prospective bidder has a current Contract in default.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER

Section 108 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 108.02(b)(2) is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

Section 110 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added as the last paragraph of **Subsection 110.04(b)**:

On all projects let to contract after October 1, 2018, the project superintendent or supervisor (as defined in Subsection 105.06) must be certified in National Pollutant Discharge Elimination System (NPDES) through the University of Arkansas' Center for Training Transportation Professionals (CTTP). The project superintendent or supervisor must provide proof of NPDES certification before any earth disturbing activities, including clearing and grubbing, or any installation of erosion control activities are allowed to begin.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

Section 200 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations**:

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
QUALITY CONTROL AND ACCEPTANCE

Division 300 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 401, Prime and Tack Coats and Emulsified Asphalt in Base Course, is hereby modified as follows:

The first sentence of **Subsection 401.03(a)** is hereby deleted and the following substituted therefore:

The surface to be treated with prime or tack coat shall be cleaned of dust, dirt, and loose or foreign material by sweeping with mechanical brooms immediately preceding the application of the prime or tack coat.

Third sentence of **Subsection 401.03(c)** is hereby deleted and the following is substituted therefore:

No dilution beyond that which is part of the emulsification process is permitted. The tack coat shall not be diluted, cut, or otherwise thinned after receipt from the manufacturer's facility.

The fifth sentence of **Subsection 401.03(c)** is hereby deleted and the following substituted therefore:

The rate of application shall be from 0.03 gallon to 0.10 gallon per square yard (0.1 L/sq m to 0.5 L/sq m) of residual asphalt as designated by the Engineer.

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, is hereby modified as follows:

The sixth paragraph of **Subsection 410.05** is hereby deleted and the following substituted therefore:

For foreign material, or when the time lapse between courses is more than 8 hours, the earlier course shall be cleaned and given a tack coat before placing the succeeding course. When directed, the tack coat shall be applied and paid for under Section 401. If directed by the Engineer, a tack coat shall be used even though the elapsed time has been less than 8 hours.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The third paragraph **Subsection 404.04** is hereby deleted and the following substituted therefore:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. The asphalt mixture shall be verified by testing mix that has been produced through the plant using the aggregate proportions shown on the accepted mix design. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses is hereby modified as follows:

The first and second sentence of **Subsection 410.09, Acceptance of the Payment and Adjustments in Payment**, is hereby deleted and the following is substituted therefore:

- (a) General. The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process.

Section 411, Asphalt Concrete Plant Mix is hereby modified as follows:

The third sentence of Subsection 411.05 (B), Acceptance is hereby amended and the following is substituted therefore:

- (b) Acceptance. The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of Paragraph 1 of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

The optimum asphalt content is the asphalt binder content at 4% Air Voids (AV).

The first bullet of Paragraph 1 is hereby deleted and the following substituted therefor:

- PG 64-22 and PG 70-22 mixes will be designed using 4% air voids;

The second sentence of Paragraph 2 of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted and the following substituted therefor:

Adjustments to the accepted mix design to conform to actual production values without re-design of the mixture shall be based on production of the mixture at a target value of 4.0% Air Voids (AV) in specimens and an asphalt binder content not less than that specified in the accepted mix design.

Table 405-1 of **Subsection 405.03 Materials** is hereby deleted and the following substituted therefor:

Table 405-1		
Design Requirements for Asphalt Concrete Hot Mix Base Course		
(1-1/2" [37.5 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
2" (50.0)	100	
1½" (37.5)	90 - 100	
1" (25.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	15 - 41	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	0 - 6	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	11.5 – 13.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 406-1 of **Subsection 406.04, Construction Requirements and Acceptance**, is hereby deleted and the following substituted therefor:

Table 406-1		
Design Requirements for Asphalt Concrete Hot Mix Binder Course (1" [25 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
1½" (37.5)	100	
1" (25.0)	90 - 100	
¾" (19.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	19 - 45	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	1 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	12.5 – 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-1 and Table 407-2 of **Subsection 407.04, Construction Requirements and Acceptance**, are hereby deleted and the following substituted therefor:

Table 407-1		
Design Requirements for Asphalt Concrete Hot Mix Surface Course (1/2" [12.5 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
3/4" (19.0)	100	
1/2" (12.5)	90 - 100	
3/8" (9.5)	90 max.	
No. 8 (2.36)	28 - 58	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	14.0 – 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-2

Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8" [9.5 mm])

	Control Points	
Sieve (mm)	Percent Passing (%)	
½" (12.5)	100	
3/8" (9.5)	90 - 100	
No. 4 (4.75)	90 max.	
No. 8 (2.36)	32 - 67	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	15.0 – 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm.)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The following is added as the last bullet following the first paragraph of **Subsection 404.01(b), Design Requirements**:

- All ACHM mixes must contain a liquid, anti-strip additive.

Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****DESIGN OF ASPHALT MIXTURES**

Section 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

**CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF
ASPHALT CONCRETE PLANT MIX COURSES**

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

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints**, is hereby deleted and the following substituted therefor:

The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE DRIVEWAY

Division 500, RIGID PAVEMENT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

Sections 609, 611, 617, and 618 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes, is hereby deleted and the following is substituted therefor:

- (c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers, is hereby deleted and the following is substituted therefor:

- (2) **Corrugated Polyethylene Tubing.** The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm²) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts**, is hereby deleted and the following is substituted therefor:

- (2) **Steel Posts.** The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 617.02(b)(3), Materials for Terminal Anchor Posts, is hereby deleted and the following is substituted therefor:

- (3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15" (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable**, is hereby deleted and the following is substituted therefor:

- The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 618.02(d), Materials for Bolts, Nuts, and Washers, is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****INCIDENTAL CONSTRUCTION**

(d) Bolts, Nuts, and Washers. Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****LANE CLOSURE NOTIFICATION**

Division 600 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 603, Maintenance of Traffic and Temporary Structures, is hereby modified as follows:

The first sentence of the third paragraph **Subsection 603.02 (d)** is hereby deleted and the following substituted therefor:

The Contractor shall provide the Engineer with a minimum of five full business days advance, written notification of any nonemergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RETROREFLECTIVE SHEETING FOR
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE DITCH PAVING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 605, CONCRETE DITCH PAVING, is hereby modified as follows:

The last sentence of **Subsection 605.03(e) Expansion Joints** is hereby deleted and the following substituted therefor:

The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Prefomed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS FOR SIDE DRAINS

Section 606 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The second paragraph of **Subsection 606.01** is hereby deleted and the following substituted therefore:

For side drains, when the type is not specified on the plans, the Contractor may furnish any of the types listed in Subsection 606.02 provided that only one type and material shall be used for all side drains of like cross-sectional shape on the project. In addition, when circular pipe is specified for a side drain the Contractor may, at no additional cost to the Department, substitute an arch pipe providing the equivalent waterway.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
GUARDRAIL TERMINAL (TYPE 2)

Section 617 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The third paragraph of subsection **617.01 Description** is hereby deleted and the following substituted therefor:

The item “Guardrail Terminal (Type 2)” shall consist of furnishing and installing an acceptable crashworthy end terminal for W-beam guardrail at the locations shown in the plans or as directed by the Engineer. The guardrail terminal shall be specifically designed as a W-beam guardrail terminal, and shall provide an anchor against which the full tensile strength of the rail can be developed for downstream hits while remaining crashworthy for end-on impacts. The guardrail terminal shall satisfy the Manual for Assessing Safety Hardware (MASH) Test Level 3 (TL-3). The guardrail terminal shall be of a configuration that will be compatible with the site geometry shown on the plans. Guardrail terminals that require additional grading or require anchoring outside the limits of the site shown on the plans will be acceptable; however, the cost of any additional site work shall be included in the price bid for the particular type of guardrail terminal used. Guardrail terminals shown on the plans shall be 50 feet (15 meters) in length. Any additional length of guardrail needed to fulfill the 50 feet (15 meters) requirement shall be included in the price bid for the particular type of guardrail terminal used.

The first paragraph of subsection **617.02(f), Guardrail Terminal (Type 2)**, is hereby deleted and the following substituted therefor:

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of MASH Test Level 3 (TL-3). All materials shall be new. Rail elements and posts shall meet the requirements above. All steel components shall be galvanized. All parts shall be clearly identified for proper assembly and replacement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

Section 620 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

(d) Mulch cover. Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding:**

(4) Mulch Cover. If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

(d) Mulch Cover. If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION**

Mulch Cover

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

(e) Mulch Anchoring. If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****BRIDGE END TERMINAL**

Section 734 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of subsection **734.01 Description** is hereby deleted and the following substituted therefor:

This item shall consist of furnishing and installing an acceptable crashworthy terminal at bridge ends at the locations shown in the plans or as directed by the Engineer. The bridge end terminal shall satisfy the latest edition of the Manual for Assessing Safety Hardware (MASH) requirements for a test level 3 (TL-3) terminal.

The first paragraph of subsection **734.02 Materials (b) Bridge End Terminal** is hereby deleted and the following substituted therefor:

The Contractor shall furnish a certification from the manufacturer or supplier that the bridge end terminal is non-gating, redirective, and meets the requirements of the latest edition of MASH for a TL-3 terminal. All materials shall be new and shall conform to the most current specifications and details recommended by the manufacturer and as approved by the Engineer. All parts shall be clearly identified for proper assembly and replacement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph **802.14(b), Permanent Steel Deck Forms**, is hereby deleted and the following is substituted therefor:

- (b) However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

- (c) Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

- (a) **Carbon Steel.** Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709, Grade 36 (250). Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.
- (b) **High Strength Low-Alloy Structural Steel.** High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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SUPPLEMENTAL SPECIFICATION
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- (c) **High-Yield-Strength, Quenched and Tempered Alloy Steel Plate.** High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

- (d) **Structural Steel for Eyebars.** Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

- (a) **Specifications.** High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overtapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

- (b) **Required Tests.** High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

ARKANSAS DEPARTMENT OF TRANSPORTATION
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STRUCTURES

1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:

Torque = Maximum Measured Torque
(Foot-pounds [newton meter])

P = Measured Bolt Tension (pounds [kilonewtons])

D = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer's certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of **Subsection 807.26(b), Modification of Structural Welding Code**, is hereby deleted and the following is substituted therefor:

- (1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of **Subsection 807.71, High Strength Bolt Connections**, is hereby deleted and the following is substituted therefor:

- (a) **General.** High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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SUPPLEMENTAL SPECIFICATION
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(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of **Subsection 809.02(b), Armored Joint with Neoprene Strip Seal**, is hereby deleted and the following is substituted therefor:

(b) Armored Joint with Neoprene Strip Seal. The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****REINFORCING STEEL FOR STRUCTURES**

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.

**ARKANSAS
STATE HIGHWAY COMMISSION**



**STANDARD SPECIFICATIONS
FOR
HIGHWAY CONSTRUCTION**

EDITION OF 2014

***PROPOSAL DOCUMENTS
AND
SCHEDULE OF ITEMS***

ARKANSAS STATE HIGHWAY COMMISSION
PROPOSAL DOCUMENTS

PROPOSAL FOR CONSTRUCTING:

THE PURPOSE OF THIS PROJECT IS TO WIDEN APPROXIMATELY 8.772 MILES OF HWY. 35 IN CHICOT AND DESHA COUNTIES. THIS PROJECT CONSISTS OF CLEARING AND GRUBBING, REMOVAL AND DISPOSAL ITEMS, EARTHWORK, LIME TREATED SUBGRADE, AGGREGATE BASE COURSE, ACHM BINDER AND SURFACE COURSES, COLD MILLING ASPHALT PAVEMENT, ACHM PATCHING OF EXISTING ROADWAY, MAINTENANCE OF TRAFFIC, MINOR DRAINAGE STRUCTURES, EROSION CONTROL ITEMS, PAVEMENT MARKING, POLYMER OVERLAY ON THREE BRIDGES (TOTAL LENGTH 618.69'), AND MISC. ITEMS.

State Highway 35, Section 9, 10, & 11, in **CHICOT & DESHA** County, Arkansas, in accordance with Standard Specifications for Highway Construction, Edition of 2014; the Supplemental Specifications and Special Provisions attached hereto; and the Construction Plans on file in the Office of the State Highway Commission, designated as

Job **020629** **FEDERAL AID PROJECT STPR-0921(3)**

Job Name: **HWY. 65 - YELLOW BEND PORT (S)**

said project being approximately **8.889 miles in length.**

Proposal received until 10:00 a.m. on November 4, 2020

TO THE ARKANSAS STATE HIGHWAY COMMISSION:

Gentlemen: By submission of your bid, you agree to the following:

It is hereby certified that a careful examination has been made of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Form of Contract and the site of the work throughout its whole extent. On the basis of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Form of Contract, the bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials as specified, in the manner and at the time prescribed, and to finish the entire project within the time hereinafter proposed. The bidder understands that the quantities of work mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work, whether increased or decreased, in accordance with the provisions of the Specifications, and at the unit prices bid in the attached Schedule of Items.

Receipt is hereby specifically acknowledged, and complete examination expressly guaranteed of the following:

1. Standard Specifications for Highway Construction, Edition of 2014.
2. Supplemental Specifications.
3. Special Provisions.
4. Proposal Documents.
5. Schedule of Items.
6. Construction Plans.

The bidder further proposes to perform all Extra Work that may be required, on the basis provided in the Specifications, and to give such work personal attention, and to secure economical performance.

The bidder further proposes to execute the contract agreement, and to furnish satisfactory bonds within ten days after he has received notice that he has been awarded the contract. The bidder further agrees to begin work when ordered by the Engineer, or within ten days thereafter, and to complete the work **within the number of working days bid by the bidder in accordance with the Job Special Provision "Establishing Contract Time-Working Day Contract."**

PROPOSAL DOCUMENTS

(Continued)

The bidder also proposes to furnish a surety Performance bond or bonds in a sum equal to the full amount of the contract and a surety Payment bond or bonds in a sum equal to 80% of the full amount of the contract. These bonds shall not only serve to guarantee the completion of the work and payment of all bills and claims by the bidder, 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.

The bidder shall furnish a Proposal Guaranty in the form specified in Subsection 102.09 of the Specifications, in the amount of five percent (5%) of the total amount bid, which is submitted as a guarantee of the good faith of the proposal, and that the Bidder will enter into written contract, as provided, to do the work should the award be made to him; and it is hereby agreed that if, at any time other than as provided in Subsection 102.11 of the Standard Specifications, Withdrawal/Modification of Proposals, the bidder should withdraw his proposal, or should fail to execute the contract and furnish satisfactory bonds as herein provided, if his proposal is accepted, the Arkansas State Highway Commission, in either of such events, shall be entitled and is hereby given the right to retain the Proposal Guaranty, not as a penalty, but as liquidated damages, it being understood and agreed by the bidder that the amount of the Proposal Guaranty is a reasonable sum to be fixed as liquidated damages considering the damages the Arkansas State Highway Commission will sustain in the event of the bidder's withdrawal of his proposal, or failure to execute the contract and furnish satisfactory bonds if his proposal is accepted, and said amount is herein agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damage that may be sustained by reason of the above set out circumstances.

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629
Job Name: HWY. 65 - YELLOW BEND PORT (S)
Federal Aid Project: STPR-0921(3)

Date Estimated: 7/24/2020
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	201 - CLEARING	472.000	STA	
0002	201 - GRUBBING	472.000	STA	
0003	202 - REMOVAL AND DISPOSAL OF PIPE CULVERTS	74.000	EACH	
0004	202 - REMOVAL AND DISPOSAL OF BOX CULVERTS	2.000	EACH	
0005	202 - REMOVAL AND DISPOSAL OF GUARDRAIL	1,002.000	LF	
0006	206 - FLOWABLE SELECT MATERIAL	12.000	CUYD	
0007	SS&210 - UNCLASSIFIED EXCAVATION	12,334.000	CUYD	
0008	210 - COMPACTED EMBANKMENT	14,489.000	CUYD	
0009	SP&210 - SOIL STABILIZATION	1,000.000	TON	
0010	301 - PROCESSING LIME TREATED SUBGRADE	29,115.000	SQYD	
0011	SS&303 - AGGREGATE BASE COURSE (CLASS 7)	11,217.000	TON	
0012	SS&401 - TACK COAT	30,257.000	GAL	
0013	SPSS406 - MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	6,290.000	TON	
0014	SPSS406 - ASPHALT BINDER (PG 64-22) IN ACHM BINDER COURSE (1") (MINIMUM BID \$120.00)	276.000	TON	
0015	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	30,589.000	TON	
0016	SPSS407 - ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	1,678.000	TON	
0017	412 - COLD MILLING ASPHALT PAVEMENT	1,459.000	SQYD	
0018	SPSS414 - ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	225.000	TON	
0019	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	5,394.000	TON	
0020	504 - APPROACH GUTTERS	121.160	CUYD	
0021	SS&505 - PORTLAND CEMENT CONCRETE DRIVEWAY	476.800	SQYD	
0022	SP&602 - FURNISHING FIELD OFFICE	1.000	EACH	
0023	SPSS603 - MAINTENANCE OF TRAFFIC	1.000	L.S.	

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629
Job Name: HWY. 65 - YELLOW BEND PORT (S)
Federal Aid Project: STPR-0921(3)

Date Estimated: 7/24/2020
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0024	SS&604 - SIGNS	415.000	SQFT	
0025	SS&604 - BARRICADES	32.000	LF	
0026	SS&604 - TRAFFIC DRUMS	194.000	EACH	
0027	604 - CONSTRUCTION PAVEMENT MARKINGS	141,366.000	LF	
0028	SS&605 - CONCRETE DITCH PAVING (TYPE B)	148.000	SQYD	
0029	SP - CULVERT CLEAN OUT	11.000	EACH	
0030	606 - 24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	4.000	LF	
0031	606 - 36" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	7.000	LF	
0032	SPSS606 - 18" SIDE DRAIN	1,242.000	LF	
0033	SPSS606 - 24" SIDE DRAIN	850.000	LF	
0034	SPSS606 - 30" SIDE DRAIN	38.000	LF	
0035	SPSS606 - 36" SIDE DRAIN	160.000	LF	
0036	SS&606 - 22" X 14" SIDE DRAIN	116.000	LF	
0037	SS&606 - 29" X 18" SIDE DRAIN	224.000	LF	
0038	606 - SELECTED PIPE BEDDING	170.000	CUYD	
0039	SS&611 - 4" PIPE UNDERDRAINS	2,000.000	LF	
0040	SS&611 - UNDERDRAIN OUTLET PROTECTORS	4.000	EACH	
0041	SS&617 - GUARDRAIL (TYPE A)	2,575.000	LF	
0042	SS&617 - GUARDRAIL TERMINAL (TYPE 2)	14.000	EACH	
0043	SS&617 - THRIE BEAM GUARDRAIL TERMINAL	14.000	EACH	
0044	620 - LIME	106.000	TON	
0045	620 - SEEDING	52.820	ACRE	
0046	SS&620 - MULCH COVER	179.520	ACRE	
0047	620 - WATER	7,974.200	MGAL	
0048	621 - TEMPORARY SEEDING	126.700	ACRE	
0049	621 - SILT FENCE	55,965.000	LF	
0050	621 - SAND BAG DITCH CHECKS	8,140.000	BAG	
0051	621 - SEDIMENT REMOVAL AND DISPOSAL	2,814.000	CUYD	
0052	621 - ROCK DITCH CHECKS	1,113.000	CUYD	
0053	623 - SECOND SEEDING APPLICATION	52.820	ACRE	
0054	624 - SOLID SODDING	152.000	SQYD	

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629
Job Name: HWY. 65 - YELLOW BEND PORT (S)
Federal Aid Project: STPR-0921(3)

Date Estimated: 7/24/2020
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0055	626 - EROSION CONTROL MATTING (CLASS 3)	1,481.000	SQYD	
0056	635 - ROADWAY CONSTRUCTION CONTROL	1.000	L.S.	
0057	637 - MAILBOXES	28.000	EACH	
0058	637 - MAILBOX SUPPORTS (SINGLE)	24.000	EACH	
0059	637 - MAILBOX SUPPORTS (DOUBLE)	2.000	EACH	
0060	718 - REFLECTORIZED PAINT PAVEMENT MARKING WHITE (6")	93,867.000	LF	
0061	718 - REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (6")	93,867.000	LF	
0062	718 - REFLECTORIZED PAINT PAVEMENT MARKING (RAILROAD EMBLEMS)	2.000	EACH	
0063	721 - RAISED PAVEMENT MARKERS (TYPE II)	587.000	EACH	
0064	SS&734 - BRIDGE END TERMINAL	2.000	EACH	
0065	801 - UNCLASSIFIED EXCAVATION FOR STRUCTURES-ROADWAY	11.000	CUYD	
0066	SS&802 - CLASS S CONCRETE-ROADWAY	19.000	CUYD	
0067	SS&804 - REINFORCING STEEL-ROADWAY (GRADE 60)	12,083.000	LB	
0068	SS&804 - REINFORCING STEEL-BRIDGE (GRADE 60)	739.000	LB	
0069	SS&809 - SILICONE JOINT SEALANT	400.000	LF	
0070	SP - BRIDGE DECK REPAIR FOR POLYMER OVERLAYS	868.000	SQFT	
0071	SP - POLYMER OVERLAY	1,930.000	SQYD	

Section 01 Total: _____

Section 02 - LIME TREATED SUBGRADE ALTERNATE - BID ONE ITEM ONLY

0072	301 - QUICKLIME (SLURRY) IN TREATED	1,229.000	TON	
AO - 1	SUBGRADE			
0073	301 - QUICKLIME (DRY) IN TREATED	924.000	TON	
AO - 2	SUBGRADE			
0074	301 - HYDRATED LIME IN TREATED	1,229.000	TON	
AO - 3	SUBGRADE			

Section 02 Total: _____

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629
 Job Name: HWY. 65 - YELLOW BEND PORT (S)
 Federal Aid Project: STPR-0921(3)

Date Estimated: 7/24/2020
 Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 03 - 24" PIPE CULVERTS (CLASS III) ALTERNATE - BID ONE ITEM ONLY				
0075 BO - 1	606 - 24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	46.000 LF		
0076 BO - 2	606 - 24" ASPHALT COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	52.000 LF		
0077 BO - 3	606 - 24" ALUMINUM COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	52.000 LF		
0078 BO - 4	606 - 24" POLYMER PRECOATED METALLIC COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	52.000 LF		
0079 BO - 5	SP&606 - 24" HIGH DENSITY POLYETHYLENE PIPE	52.000 LF		
0080 BO - 6	SP&606 - 24" PVC PIPE	52.000 LF		
Section 03 Total:				
Section 04 - 24" PIPE CULVERTS (CLASS V) ALTERNATE - BID ONE ITEM ONLY				
0081 CO - 1	606 - 24" REINFORCED CONCRETE PIPE CULVERTS (CLASS V)	208.000 LF		
0082 CO - 2	606 - 24" ASPHALT COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	244.000 LF		
0083 CO - 3	606 - 24" ALUMINUM COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	244.000 LF		
0084 CO - 4	606 - 24" POLYMER PRECOATED METALLIC COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	244.000 LF		
0085 CO - 5	SP&606 - 24" HIGH DENSITY POLYETHYLENE PIPE	244.000 LF		
0086 CO - 6	SP&606 - 24" PVC PIPE	244.000 LF		
Section 04 Total:				

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629
Job Name: HWY. 65 - YELLOW BEND PORT (S)
Federal Aid Project: STPR-0921(3)

Date Estimated: 7/24/2020
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 05 - 36" PIPE CULVERTS (CLASS V) ALTERNATE - BID ONE ITEM ONLY				
0087	606 - 36" REINFORCED CONCRETE PIPE	42.000 LF		
D0 - 1	CULVERTS (CLASS V)			
0088	606 - 36" ASPHALT COATED CORRUGATED	48.000 LF		
D0 - 2	STEEL PIPE CULVERTS (14 GAUGE)			
0089	606 - 36" ALUMINUM COATED	48.000 LF		
D0 - 3	CORRUGATED STEEL PIPE CULVERTS (14 GAUGE)			
0090	606 - 36" POLYMER PRECOATED METALLIC	48.000 LF		
D0 - 4	COATED CORRUGATED STEEL PIPE CULVERT (14 GAUGE)			
0091	SP&606 - 36" HIGH DENSITY POLYETHYLENE	48.000 LF		
D0 - 5	PIPE			
0092	SP&606 - 36" PVC PIPE	48.000 LF		
D0 - 6				
Section 05 Total:				_____
Section 06 - 24" FLARED END SECTIONS ALTERNATE - BID ONE ITEM ONLY				
0093	606 - 24" FLARED END SECTIONS FOR	24.000 EACH		
E0 - 1	REINFORCED CONCRETE PIPE CULVERTS			
0094	606 - 24" FLARED END SECTIONS FOR	24.000 EACH		
E0 - 2	CORRUGATED STEEL PIPE CULVERTS			
Section 06 Total:				_____
Section 07 - 30" FLARED END SECTIONS ALTERNATE - BID ONE ITEM ONLY				
0095	606 - 30" FLARED END SECTIONS FOR	4.000 EACH		
F0 - 1	REINFORCED CONCRETE PIPE CULVERTS			
0096	606 - 30" FLARED END SECTIONS FOR	4.000 EACH		
F0 - 2	CORRUGATED STEEL PIPE CULVERTS			
Section 07 Total:				_____
Section 08 - 36" FLARED END SECTIONS ALTERNATE - BID ONE ITEM ONLY				
0097	606 - 36" FLARED END SECTIONS FOR	2.000 EACH		
G0 - 1	REINFORCED CONCRETE PIPE CULVERTS			
0098	606 - 36" FLARED END SECTIONS FOR	2.000 EACH		
G0 - 2	CORRUGATED STEEL PIPE CULVERTS			
Section 08 Total:				_____

Arkansas Department of Transportation
Schedule of Items

State Job No.: 020629

Date Estimated: 7/24/2020

Job Name: HWY. 65 - YELLOW BEND PORT (S)

Date Revised:

Federal Aid Project: STPR-0921(3)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
				Subtotal: _____
0099	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	_____	_____
				Bid Total: _____

This job requires the bidder to establish the contract time according to the Special Provision "Establishing Contract Time - Working Day Contract".

Days _____

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the Arkansas Department of Transportation **at the time proposals are submitted.**

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or Local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State, or Local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. _____	_____
	(Name of Bidder)
F.A.P. No. _____	_____
	(Signature)
_____	_____
(Date Executed)	(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20____.
My commission expires: _____.

(Notary Public)

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
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	
Description of product or service	
Contractor name	

Contractor Signature: _____

Date: _____

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas Department of Transportation, Program Management Division.)

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 3 1, U.S. Code.

During the period of performance of the contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER
AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations)

Job No. _____ (Company)
F.A.P. No. _____ By: _____
Date _____ (Title)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 020629

**FAILURE TO COMPLY WITH ONE OF THE FOLLOWING SHALL RENDER THIS BID
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION**

- (1) SUBMITTAL OF REQUIRED DBE PARTICIPATION INFORMATION,**
- (2) SUBMITTAL OF DOCUMENTATION OF GOOD FAITH EFFORTS, OR**
- (3) SUBMITTAL OF THE CERTIFICATION TO SUBMIT DBE PARTICIPATION**

By submitting an internet proposal, the bidder irrevocably certifies that an amount equal to or greater than the Disadvantaged Business Enterprise (DBE) Goal established for this project will be performed by certified Disadvantaged Business Enterprise firms and the required DBE participation information will be submitted within 5 calendar days of the date of the bid opening.

Within five (5) calendar days of the date of the bid letting, all bidders shall furnish the required DBE Participation information to the Department on the forms provided to be considered a responsive bid. If a conditional award has been made and the successful bidder has not furnished the required information, the proposal will be rejected and their proposal guaranty forfeited. The proposal guaranty shall become property of the Commission, not as a penalty, but in liquidation of damages, sustained to the DBE Program. Award may then be made to the next lowest, responsive bidder or the work may be re-advertised as the Commission may decide.

Only work, materials, or services that will actually be provided by DBE firms will be credited toward the goal. The DBE firm's certification must be fully in effect at the letting date.

As an alternative, documentation of Good Faith Efforts to meet the DBE goal may be submitted to the Program Management Division prior to the deadline for proposals to be received.

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 020629

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 8.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
			\$

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - \$ _____ or _____ % of bid.

 (Contractor)

By: _____

Title: _____

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

DBE Firm:

DBE Owner or Authorized Representative's Signature:

1. _____
2. _____
3. _____
4. _____

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION STATEMENT

JOB 020629

Contractor's Certification Statement for National Pollutant Discharge Elimination System (NPDES) Construction Storm Water Permit Number ARR150000.

All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed Name: _____

Signature: _____ **Title:** _____

Company Name: _____ **Date:** _____

Company Address: _____

Telephone No.: _____ **ARDOT Job Number:** _____