

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS OF

FOR THE CONSTRUCTION OF

STATE JOB NO. 070562

FEDERAL AID PROJECT NHFP-30-1(159)

HWY. 26 - CADDO VALLEY (S)

STATE HIGHWAY I-30 SECTION 14

IN CLARK 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 070562

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
JOB SP	CARGO PREFERENCE ACT REQUIREMENTS
JOB SP	GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
JOB SP	DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES
JOB SP	BIDDING REQUIREMENTS AND CONDITIONS
JOB SP	MANDATORY ELECTRONIC CONTRACT
JOB SP	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB SP	ASSESSMENT OF WORKING DAYS - MAINTENANCE OF TRAFFIC
JOB SP	FLEXIBLE BEGINNING OF WORK - CALENDAR DAY CONTRACT
JOB SP	SPECIAL CLEARING
JOB SP	RESTRICTIONS ON THE USE OF RECYCLED ASPHALT PAVEMENT MATERIAL
JOB SP	LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	PRICE ADJUSTMENT FOR ASPHALT BINDER
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
JOB SP	COLD MILLINGS IN RECYCLED ASPHALT PAVEMENT
JOB SP	JOINT REHABILITATION FOR BRIDGE DECKS
JOB SP	MAINTENANCE OF TRAFFIC
JOB SP	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
JOB SP	UNDERDRAIN INSPECTION, FLUSHING, AND REHABILITATION
JOB SP	ENHANCED THERMOPLASTIC PAVEMENT MARKING
JOB SP	POLYMER OVERLAY
JOB SP	BRIDGE DECK REPAIR FOR POLYMER OVERLAYS
JOB SP	COORDINATION OF WORK
JOB SP	WATER POLLUTION CONTROL
JOB SP	SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT
JOB SP	PERCENT WITHIN LIMITS
JOB SP	PARTNERING REQUIREMENTS

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JOB SP	VALUE ENGINEERING
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 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 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 621-1	FILTER SOCKS
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:

MINORITIESCOUNTY

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%		

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.

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 American 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
<hr style="border-top: 1px dashed black;"/>		
2. "EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
<hr style="border-top: 1px dashed black;"/>		
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.
<hr style="border-top: 1px dashed black;"/>		
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

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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

- | | | | |
|-----|--|---|-------------------------|
| 13. | Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).
The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form. | U. S. Department of Labor (OSHA)
Public Law 91-596 | ARDOT Resident Engineer |
| 14. | Family and Medical Leave Act of 1993 (WH-1420)
Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year. | U. S. Department of Labor | ARDOT Resident Engineer |
| 15. | Employee Polygraph Protection Act (WH-1462) | U. S. Department of Labor | ARDOT Resident Engineer |
| 16. | Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act) | U. S. Department of Labor | ARDOT Resident Engineer |
| 17. | Arkansas Department of Labor Notice to Employer & Employee | Arkansas Department of Labor | ARDOT Resident Engineer |
| 18. | Pay Transparency Nondiscrimination Provision | U. S. Department of Labor (OFCCP) | ARDOT Resident Engineer |

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

"General Decision Number: AR20200156 01/03/2020

Superseded General Decision Number: AR20190156

State: Arkansas

Construction Type: Highway

Counties: Calhoun, Clark, Columbia, Howard, Lafayette,
Nevada, Ouachita, Pike and Sevier 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

SUAR2014-028 07/21/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 16.32	0.00
CARPENTER, Excludes Form Work....	\$ 15.78	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.92	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.96	0.00
INSTALLER - SIGN.....	\$ 13.66	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.....	\$ 11.82	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.....	\$ 17.25	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.60	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94	0.00
OPERATOR: Bulldozer.....	\$ 16.68	0.00
OPERATOR: Crane.....	\$ 19.00	0.00
OPERATOR: Grade Checker.....	\$ 16.82	0.00
OPERATOR: Grader/Blade.....	\$ 17.89	0.00
OPERATOR: Loader.....	\$ 18.50	0.00
OPERATOR: Mechanic.....	\$ 18.17	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.99	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.70	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 18.49	0.00
OPERATOR: Roller.....	\$ 14.65	0.00
OPERATOR: Scraper.....	\$ 14.22	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

OPERATOR: Screed.....	\$ 17.58	0.00
TRAFFIC CONTROL: Flagger.....	\$ 10.75	0.00
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 12.58	0.00
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 20.71	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.16	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.75	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.00	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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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 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

ARKANSAS DEPARTMENT OF TRANSPORTATION
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WAGE RATE DETERMINATION

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.

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION
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WAGE RATE DETERMINATION

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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

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

SPECIAL PROVISION

JOB NO. 070562

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 070562

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A Disadvantaged Business Enterprise (DBE) goal of 5.0% 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 070562**

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 070562

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. 070562

**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. 070562

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.

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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.

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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.

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- (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.

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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.

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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.

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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.

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ASSESSMENT OF WORKING DAYS – MAINTENANCE OF TRAFFIC

DESCRIPTION: To accommodate the off peak lane closure time limits shown in the contract “Maintenance of Traffic” Special Provision, the assessment of Calendar Days or Working Days will be based upon the same conditions as a normal Working Day.

For Calendar Day or Working Day projects, the Contractor shall be permitted to begin work on Sunday evening when the allowable lane closure period begins. Sunday evening shall be the allowable off peak lane closure time defined in the contract “Maintenance of Traffic” Special Provision but not prior to 6:00 p.m. On Working Day projects, time will not be assessed for Sunday. No other work will be allowed on Sunday unless an emergency is declared by the Department.

If the Contractor elects to work Friday and complete work on Saturday in accordance with the contract “Maintenance of Traffic” Special Provision, time will be assessed as appropriate for Saturday.

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FLEXIBLE BEGINNING OF WORK – CALENDAR DAY CONTRACT

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

Subsection 108.02(b) Work Order.

(2) The bullet stating “Erection of advance warning signs.” is hereby deleted and the following substituted therefor:

- The Contractor may elect to erect advance warning signs for their convenience after the issuance of the work order but prior to the date that work will begin, provided that:
 - i. The signs are covered and kept properly covered until the work begins. Failure to cover the signs after initial installation will constitute the Contractor’s intent to begin work and time charges will be assessed starting that date. The sign covering shall cover the face completely and prevent the message from being read during both day and night conditions and shall not damage the sheeting face. The covering materials shall be heavy duty, opaque and either dark green, brown, or black in color.
 - ii. No progress payments will be made for the Signs or Mobilization until after the work begins (for the purpose of this special provision, beginning of work is defined as the beginning of contract work other than the installation of signs and other traffic control devices, such as paving operations, shoulder construction operations, cold milling, etc.)

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

- b. Calendar Day Contract.** Unless the Contractor is otherwise advised in writing, the Work Order for a calendar 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 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.

Subsection 108.02(c) is hereby deleted and the following is substituted therefor:

- c. Allocation of Department Resources.** The Department allocates its resources to a contract based on the total time allowed in the Contract. However, should the Contractor propose an accelerated work schedule, the Department will provide the necessary resources to meet the demands of the accelerated work schedule. Utility and/or Right of Way (ROW) related delays are exempt from impact claims for the first ninety (90) days after the work order date.

Subsection 108.02(d) is hereby deleted.

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SPECIAL CLEARING

Section 201 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **201.10 Special Clearing** is hereby added to include the following:

Special Clearing shall be performed by mechanical equipment, such as tracked mulching tractors, that will minimize ground disturbance and produce a wood-chip mulch derived from the trunks and branches of trees, shrubs, and other vegetation cleared under this Specification. Trees shall be cut and removed or mulched without the stumps or roots being disturbed, to prevent ground disturbance. Tree and brush stumps shall be severed or ground flush with the natural ground. The wood-chip mulch produced shall be evenly spread across the area being cleared.

The chipped material (wood-chip mulch) produced shall not have two orthogonal dimensions exceeding 6 inches and 3 inches. A minor amount of unchipped, vegetation material, such as small branches 3' in length and 3" in diameter or less, will be allowed to remain in place. Mechanical mulching equipment shall have protective guards and/or deflectors to prevent chipped material from being thrown into or near traffic or open travel lanes.

Merchantable timber in the clearing area may be removed in lieu of mulching in place, only if ground conditions are suitable to prevent rutting and significant soil disturbance of the right of way. Burning of cleared material will not be allowed.

Low-hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain and along the edge of the clearing limits. Trimming shall be done by skilled workers and according to good tree surgery practices. In general, branches hanging over the right of way shall be trimmed to a minimum height of 30' from the ground for trees that remain in place.

The Contractor shall exercise care so that other trees, shrubs, grass, and other vegetation designated to remain are not damaged. Preserved Vegetation shall be protected in accordance with Subsection 201.06. Every precaution shall be taken to prevent timber from falling on private property. The Contractor shall dispose of any timber so fallen and the cost to remove such fallen timber shall be borne by the Contractor.

METHOD OF MEASUREMENT: Special Clearing will be measured by the acre or station, as shown on the plans or designated by the engineer. Measurement by the acre will be made in accordance with Subsection 201.08(b)(1). Measurement by the station will be made in accordance with Subsection 201.08(b)(2).

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SPECIAL CLEARING

BASIS OF PAYMENT: Work for Special Clearing, completed and accepted and measured as provided above, will be paid for at the contract unit price bid per acre or per station for Special Clearing, which price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work, including the cost of spreading the mulched material, trimming overhanging branches of trees at the edge of the clearing limits, and the cost of repairing damaged trees that are designated to remain.

Payment will be made under:

Pay Item

Pay Unit

Special Clearing

Acre or Station

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 070562****RESTRICTIONS ON THE USE OF RECYCLED ASPHALT PAVEMENT MATERIAL**

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

The following is added as the last bullet following the first paragraph of **Subsection 404.01(b), Design Requirements**:

- Recycled asphalt pavement materials will not be permitted in any mixes using PG 76-22 asphalt binder.

The second paragraph of **Subsection 416.01, Description**, is hereby deleted, and the following is substituted therefor:

Unless otherwise provided, these provisions allow the Contractor to utilize recycling of reclaimed asphalt pavement material in any type mixture specified in Sections 405, 406, 407, and 417 except for those mixes using PG 76-22 asphalt binder. The recycled mixture shall meet all of the requirements of the mixture type specified on the plans.

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

DIVISION 400 ASPHALT PAVEMENTS of the Standard Specifications, Edition of 2014, is hereby amended as follows:

The following is added after the first paragraph of **Subsection 407.04 Construction**:

Joint densities shall be measured directly on, and centered over, the visible joint for butt joints or centered over the wedge for joints constructed using a notched wedge paver attachment. The joint density core samples shall be 6" diameter and should be cut while the lane closure for the paving operation is still in place in order to provide proper traffic control for the coring operation. If the Contractor is unable to cut the cores while the lane closure is still in place, the coring operation must be performed using either a static or moving lane closure as detailed in the plans or MUTCD, and in accordance with any limitations contained in the Contract. The required joint density shall be 89% to 96% of the maximum theoretical density.

The third paragraph of **Subsection 410.07, Spreading and Finishing**, is hereby deleted and the following is substituted therefor:

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6" (150 mm), if possible; however, in general, the joint in the top layer shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane lines if the roadway is more than two lanes in width. On roadways with a center turn lane, the Contractor may, at his option, elect to place a joint at the crown (i.e., middle of the center turn lane) of the roadway and eliminate the joints on the lane lines of that lane. The slight excess of asphalt at a longitudinal joint, generated by overlapping during placement of an adjacent mat to a previous mat, shall not be scattered across the mat.

The following is added after the last paragraph of **Subsection 410.08 Rolling and Density Requirements and Joints**:

When the material forming the two sides of a longitudinal joint comes from two different sublots, the theoretical maximum density used as a basis for density calculations shall be the average of the theoretical maximum density for the two sublots.

The following is added after the second sentence of the second paragraph of **Subsection 410.09 Acceptance of the Pavement and Adjustments in Payment, (a) General** is expanded to include the following:

For longitudinal joint density testing, the standard lot size for acceptance and adjustment in payment will be 12,000 linear feet (3600 meters), with each standard lot divided into four sublots of 3,000 linear feet (900 meters) each. These lengths will apply only to ACHM Final Surface Course areas in which both sides of the longitudinal joint have been formed, including the joints between the travel lanes and acceleration or deceleration lanes, but excluding the longitudinal joint between a shoulder and travel lane which will not be subject to this testing. For longitudinal joint density tests, partial

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lots normally will be not less than 1,200 linear feet (360 meters) nor more than 13,200 linear feet (4000 meters). Cores for ACHM Intermediate Surface shall be cut and tested for density at locations where acceptance cores have been sampled. Results will not be used for Acceptance and Adjustments in Payment but shall be submitted to Department for informational purposes only.

The following is added after the last sentence of the second paragraph of **Subsection 410.09, Acceptance of the Pavement and Adjustments in Payment, (a) General**:

Field density tests on longitudinal joints shall be performed directly on the joint as soon as possible after placement of the hot lane. The core should be cut while the lane closure for the paving operation is still in place in order to provide proper traffic control for the coring operation. If the Contractor is unable to cut the cores while the lane closure is still in place, the coring operation must be performed using either a static or moving lane closure as detailed in the plans or MUTCD, and in accordance with any limitations contained in the Contract.

The first and second sentences of the third paragraph of **Subsection 410.09, Acceptance of the Pavement and Adjustments in Payment, (a) General** is hereby deleted and the following substituted therefor:

The Contractor shall obtain and test one sample taken at random from each subplot, including for longitudinal joint density testing. The Department will determine the location for each sample in the subplot by ARDOT Test Method 465.

Subsection 410.09 Acceptance of the Pavement and Adjustments in Payment, (b) Acceptance of the Pavement is hereby modified as follows:

The following is added as the second bullet following the first paragraph:

- The results of tests for the longitudinal joint density in Table 410-2

The following is added after the last paragraph of **Subsection 410.09(b)(1)**:

Acceptance for Longitudinal Joint Density as shown in Table 410-2 will be by lot. Acceptance of a standard longitudinal joint density lot will be based on the average of the five (5) tests performed on the lot. Acceptance of a partial lot will be based on the average of the actual number of tests made on that partial lot.

Incentives or disincentives will be added or deducted from the payment made for each acceptance lot for Longitudinal Joint Density according to Table 410-2.

In addition to the disincentives provided within the table, any lot with density results which average below 88% shall be sealed at no cost to the Department. The entire length of the longitudinal joint within the lot shall be sealed with PG 64-22 asphalt cement. The asphalt cement sealant shall be heated and maintained between 265°F and

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

320°F. The sealant shall not be placed if the air temperature is below 40°F, unless otherwise permitted by the Engineer. The joint area of the pavement surface must be clean, dry, and free of any loose material and debris. Cleaning with a power broom may be required. Utilize a pressure applicator with a wand or nozzle capable of applying hot asphalt sealant in a straight and consistent width of 4 inches \pm 1 inch and thickness of 1/16 inch \pm 1/32 inch at specified temperature range and at a minimum rate of 0.013 gallons/linear foot. The center of the sealant band should be placed within 1 inch of the joint. Immediately level high spots with a squeegee or wand. Remove and dispose of excess sealant at no cost to the Department. Re-seal areas of the joint that are inconsistently or not completely covered. Any pavement markings marred by the sealing operation will be replaced at no additional cost to the Department.

TABLE 410-2
LONGITUDINAL JOINT DENSITY DISINCENTIVE

% Gmm		
Min.	Max.	\$/L.F./Lot
98.0	100	-1.00
97.0	<98	-0.70
96.0	<97	-0.42
95.0	<96	+1.00
94.0	<95	+0.98
93.0	<94	+0.77
92.0	<93	+0.42
91.0	<92	0.00
90.0	<91	0.00
89.0	<90	0.00
88.0	<89	-0.42
87.0	<88	-0.77
86.0	<87	-0.98
	<86	-1.00

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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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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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PRICE ADJUSTMENT FOR ASPHALT BINDER

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

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. 070562

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.”

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SPECIAL PROVISION

JOB NO. 070562

COLD MILLINGS IN RECYCLED ASPHALT PAVEMENT

Section 412 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last paragraph of **Subsection 412.03 Construction Requirements**:

When the item "Cold Milling Asphalt Pavement" is included in a project where the Contractor elects to use Recycled Asphalt Pavement (RAP) in the ACHM mix designs, the Contractor may elect to stockpile a portion of the reclaimed pavement material for use or replacement of material used in the approved mix design. When the cold millings are designated in the plans to remain the property of the Department, the maximum portion available for use by the Contractor shall not exceed, by weight, more than two percent (2%) above the anticipated quantity of reclaimed material necessary for this project based on the approved mix design and project quantities.

The Contractor shall request, in writing, to use a portion of the reclaimed pavement when it is to remain the property of the Department. This request shall be in accordance with one of the following options:

1. Prior to beginning cold milling operations, the Contractor shall notify the Engineer when the reclaimed pavement is being hauled to the asphalt plant for stockpiling and of the designated location of the stockpile at the plant. The Contractor shall weigh each load of Department reclaimed pavement hauled to the asphalt plant in accordance with Subsection 109.01(f) of the Standard Specifications and provide copies of the weigh tickets to the Engineer by the next business day.
2. The Engineer may designate a specific area of the roadway where the reclaimed pavement material can be retained by the Contractor. This area shall be determined by the following formula:

$$\begin{array}{l}
 \text{Area milled for Contractor} \\
 \text{reclamation (SY)}
 \end{array}
 =
 \frac{\text{The anticipated quantity of reclaimed material} \\
 \text{necessary for this project based on the} \\
 \text{approved mix design and project quantities (lbs)}}{\text{Plan rate of ACHM for the new pavement} \\
 \text{in the designated area. (lbs/SY)}}$$

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

JOINT REHABILITATION FOR BRIDGE DECKS

Section 509 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows.

Subsection 509.03 shall be deleted and the following substituted therefor:

Construction Requirements. Joint Rehabilitation shall comply with the appropriate construction requirements of Subsection 501.05(j) and the following:

Existing joints shall be thoroughly cleaned out of any excess joint material and debris, and sawed to expose a new concrete face and to provide a sealer reservoir. Expansion joints shall be sawed the full depth of the bridge deck slab unless otherwise directed by the Engineer. All joints shall be sawed to a sufficient depth to accommodate the following or as directed by the Engineer:

- At expansion joints, provide a Type 2, AASHTO M 153 (Type I) preformed joint filler to match the width of the newly sawed joint and a 2" deep Type 3 or 4 Poured Joint Sealer. Backer rod filler is required.
- At fixed joints, provide a 2" deep Type 3 or 4 Poured Joint Sealer. Type 2 joint filler and backer rod filler may be eliminated.

Sawing beyond the face of curb is not required. Sealant shall be gray or other color similar to concrete. All joints shall be filled, as specified, and sealed immediately after cleaning and before opening the pavement to traffic.

Type A Joint Rehabilitation shall include transverse joints in the decks of reinforced concrete slab span bridges. Bridge deck joints shall be sawed a minimum of the existing joint width plus 1/8" and cleaned, filled, and sealed as specified above.

Subsection 509.05 shall be deleted and the following substituted therefor:

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Joint Rehabilitation (Type A), which price shall be full compensation for sawing and cleaning joints; for furnishing and placing all materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Joint Rehabilitation (Type A)	Linear Foot

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SPECIAL PROVISION

JOB NO. 070562

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.

There shall be no two-way traffic operations permitted on the main lanes. Interchange ramps may be closed for periods of up to one (1) hour to allow for cold milling and hot mix operations, at times approved by the Engineer. All signing, including Portable Changeable Message Signs, necessary for this work shall be at the expense of the Contractor.

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.

When closing a lane, a Portable Changeable Message Sign shall be placed in advance of the construction signs advising motorists of the lane closure. Portable Changeable Message Signs shall be placed prior to placement of lane closure signing and at locations as directed by the Engineer.

For the Mill & Inlay and Polymer Overlay operations only one (1) lane closure with a maximum work area of 4 miles will be provided for in the plans. The lane closure shall be installed such that it never exceeds the actual work area by more than $\frac{1}{4}$ mile. 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, no closures with barrier walls 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. Traffic shall not be permitted on any milled surface.

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MAINTENANCE OF TRAFFIC

Failure to comply with this requirement will result in a lane use charge of \$5,500 per hour 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 an hour will be counted as a full hour.

For the Bridge Deck Rehabilitation operations the contractor will be allowed to close a lane for the work at one (1) bridge as shown in the plans with no hourly restrictions. A single lane closure of no more than two (2) miles will be permitted for a maximum of 14 calendar days per bridge for Bridge Deck Rehabilitation. A work day will be assessed for each calendar day. Precast Concrete Barrier Wall will be provided for bridge deck rehabilitation as shown in the plans. 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 6 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. **The lane closure for the bridge operations shall not exceed 14 calendar days for each bridge. Any lane closure beyond the 14 calendar days will result in a lane use charge of \$5,500 per hour until 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 an hour will be counted as a full hour.**

When a Sunday is assessed as a working day to the Contractor for Bridge Deck Rehabilitation operations, Section 108.06 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended to allow Sunday work. Also, other gainful work will be permitted on these Sundays with a maximum work area of two miles as long as no other lane closure exists in that set of lanes. 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 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.

The Contractor shall schedule his work so that no main lane closures exist and no work requiring main lane closures will be performed for the time period of the day before the Holiday through the day after the Holiday for the following Legal Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

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- Thanksgiving Day & the Following Day
- Christmas Eve & Christmas Day

If the Legal Holiday is immediately prior to a weekend or immediately following a weekend, the weekend will be considered a part of the Holiday.

In addition, single lane closures of the I-30 main lanes will not be permitted during the following time periods:

- Eastbound lanes
 - Sunday through Saturday: 10:00 a.m. to 7:00 p.m.
- Westbound lanes
 - Sunday through Saturday: 10:00 a.m. to 7:00 p.m.

Failure to comply with this requirement will result in a lane use charge of \$5,500 per hour until 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 an hour will be counted as a full hour.

The Contractor shall schedule and perform the work, including the placement and removal of traffic control devices, to insure that all I-30 traffic lanes are open at all times, with the aforementioned exceptions.

Special events or occurrences could cause traffic to become congested. When this occurs, the Contractor shall immediately modify the work schedule, working methods, or procedures to lessen the impact of the work on traffic or as directed by the Engineer.

The Contractor shall schedule his work so that no main lane closures exist and no work requiring main lane closures will be performed for the time period of the day before through the day after scheduled University of Arkansas football games.

The Contractor shall regulate the access of work vehicles and equipment to the work area while insuring safety to the traveling public and minimum damage to highway facilities. Any damage to the highway facility or vegetation caused by the Contractor shall be repaired at no cost to the Department. Unless operating within the area closed to traffic, the Contractor's work vehicles shall travel in the direction of the normal traffic flow. Only those vehicles necessary for the work shall be allowed in the work zone. All other vehicles shall be parked at a safe location outside the work zone, as approved by the Engineer.

General equipment storage areas or operations centers will be allowed within the limits of the right of way only where permitted by the Engineer. At the end of the work day, equipment shall

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be either shielded from traffic by an approved positive barrier or placed so it is not within 30 feet of any lane carrying traffic.

The Contractor shall restrict the crossing of the median to existing interchanges and overpasses. Access to the project shall be limited to existing interchanges.

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.

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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 added as the second paragraph of **subsection 604.03(j)**:

When the condition requiring the sign's message mode ceases to exist, but the need for the sign is anticipated to recur within 72 hours, the sign may be left in place and operated in the caution mode with one of the following series of messages displayed for this interim:

- "Drive Safely" followed by "Buckle Up"
- "Don't Drink and Drive" followed by "Buckle Up"

The Engineer will determine which of the above series of messages will be displayed.

If it is anticipated that the sign will not be required and authorized for use in a message mode within a 72-hour period, it shall be removed to an approved location.

The first paragraph of **subsection 604.04** is deleted and the following substituted therefore:

Traffic control devices designated on the plans or authorized by the Engineer will be measured by the square meter (square foot), meter (linear foot), each, day, or week. The maximum quantities of traffic control devices, other than pavement markings, Advance Warning Arrow Panels and Portable Changeable Message Signs, authorized for payment will be the maximum amounts of each, shown on the plans or authorized by the Engineer, that may be required to be in place at any one time during the construction period.

Subsection 604.04(d) is deleted and the following substituted therefore:

(d) Advance Warning Arrow Panels. Advance Warning Arrow Panels furnished will be measured for payment by the number of days each panel is required and authorized by the Engineer. Payment for a full day will be made for any portion of a day that the panel is authorized and used, but the measurement shall not exceed one per panel in any calendar day. When Advance Arrow Warning Panels are required after the contract time has expired and liquidated damages are being assessed, the Contractor shall furnish such panels at no cost to the Department.

The following is added as **subsection 604.04(e)**:

(e) Portable Changeable Message Signs. Portable Changeable Message Signs furnished will be measured for payment by the number of weeks each panel is required and authorized by the Engineer. A "week" is defined as a 7-calendar day period beginning at 12:01 a.m. Monday. Payment for a full week will be made for any portion of a week that the sign is authorized and used in a message mode but the measurement shall not exceed one per sign in any week. No measurement will be made for Portable

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TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Changeable Message Signs operated in the caution mode at the option of the Contractor as allowed herein. When Portable Changeable Message Signs are required after the contract time has expired and liquidated damages are being assessed, the Contractor shall furnish such signs at no cost to the Department.

The first paragraph of **subsection 604.05** is deleted and the following substituted therefore:

Traffic control devices completed and accepted and measured as provided above will be paid for at the contract unit price bid per square meter (square foot), meter (linear foot), each, day, or week, as applicable for the particular item, according to the following:

The pay item Portable Changeable Message Sign is deleted and the following substituted therefore:

Pay Item	Pay Unit
Portable Changeable Message Sign	Week

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 070562****UNDERDRAIN INSPECTION, FLUSHING, AND REHABILITATION**

DESCRIPTION: This item shall consist of the use of video inspection equipment to inspect all existing pipe underdrains located within the project limits; and flushing underdrains by means of the use of hydraulic pressure to remove obstructions consisting of foreign material or debris at locations where the flow of drainage is impeded; and the rehabilitation of existing underdrain systems at locations where drainage cannot be properly restored by flushing methods.

MATERIALS: All materials used shall comply with Section 611.02 of the Standard Specifications for Highway Construction.

EQUIPMENT REQUIREMENTS: Equipment used for inspecting the underdrain system shall satisfy the following minimum requirements:

- (1) The system shall be capable of providing color video inspection of pipelines from 3.5" to 8.0" (88 mm to 200 mm) inside diameter in a wet, corrosive environment and shall be capable of negotiating a 90° bend in a 4" (100 mm) or larger diameter, smooth bore or corrugated drainpipe.
- (2) The system shall be capable of video inspecting up to 300 linear feet (91 m) of laterals and 4" (100mm) pipe underdrains, by push rodding, pull cabling, jetting or tractoring the camera through the line and recording the condition.
- (3) The system shall be equipped with a video monitor capable of allowing live viewing of the video inspection.
- (4) The system shall be capable of displaying and recording the date, line identification, footage, and type of pipe deficiency.
- (5) The system shall be capable of recording the distance traversed by the camera to within 0.5 feet (0.15 m), allowing for overlapping of distances if a reversal is required to permit full-length inspection.

Equipment used for flushing the underdrain system shall satisfy the following minimum requirements:

- (1) It shall be constructed in a manner capable of negotiating its way through, including around 90° bends, pipelines from 3.5" to 8.0" (88 mm to 200 mm) inside diameter or larger diameter, smooth bore or corrugated drainpipe.
- (2) It shall be capable of producing adequate pressure to propel the cleaning hose through up to 300 linear feet (91 m) of laterals and 4" (100mm) pipe underdrains and to remove any debris located in the underdrain system without damaging the pipe.
- (3) It shall be designed to allow the use of interchangeable flushing heads and sufficient alternate style cleaning heads shall accompany the equipment as necessary to thoroughly flush all foreign material and debris from the underdrain system.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 070562****UNDERDRAIN INSPECTION, FLUSHING, AND REHABILITATION**

CONSTRUCTION REQUIREMENTS: Rodent screens shall be removed to allow access of the inspection equipment and flushing apparatus to the underdrain pipe, and the rodent screens shall be cleaned and repaired or replaced as determined necessary by the Engineer upon completion of the flushing process.

All underdrains located within the project limits shall be fully inspected using the specified equipment in the presence of the Engineer. A video record and written report in an electronic format for the full length of each underdrain inspected shall be furnished to the Engineer upon completion of the project with interim reports to be submitted promptly when requested by the Engineer. The line identification, distance traversed by the camera, and any pipe deficiency shall be digitally recorded and furnished on a USB flash drive in an acceptable format and the written report containing identical information shall also be submitted electronically.

Any foreign materials or debris that impedes the placement or movement of the inspection equipment within the underdrain system shall be flushed from the system. Flushing of the underdrain system shall be required when efforts are needed beyond the normal, as determined by the Engineer, to allow forward progress or to prevent obscured vision of the video inspection equipment. The Engineer shall determine when the flushing process is complete and if new rodent screens are necessary. Any underdrain pipe that is damaged due to Contractor negligence shall be replaced at no cost to the Department. The Contractor shall install all of the rodent screens promptly after satisfactory video inspection is completed on a section of underdrain.

At locations where the Engineer determines that drainage of the underdrain system cannot be properly restored by flushing methods, the underdrain system shall be rehabilitated by excavating and repairing the damaged portions of the underdrain system. This repair shall include replacement of damaged sections of pipe, rejoining the new pipe to the existing system such that proper drainage is restored, and replacement of the granular filter material, filter fabric and underdrain cover. The minimum length of rehabilitation shall be ten (10) feet and shall meet all requirements of 611.03 of the Standard Specifications for Highway Construction. Removal and repair of asphalt pavement, when necessary for the underdrain repairs, shall be performed where directed and shall meet the requirements of and be paid for separately as ACHM Patching of Existing Roadway. Saw cutting neat lines in the asphalt pavement shall be required prior to removal.

METHOD OF MEASUREMENT:

Flushing Underdrain will be measured by the linear foot.

Underdrain Rehabilitation - Main Line will be measured by the linear foot for repairs made in areas consisting of perforated pipe which generally run parallel to the pavement edge.

Underdrain Rehabilitation - Laterals will be measured by the linear foot for repairs made in areas consisting of solid pipe which generally run perpendicular to the pavement edge.

Underdrain Video Inspection will be measured by the linear foot.

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UNDERDRAIN INSPECTION, FLUSHING, AND REHABILITATION

BASIS OF PAYMENT: Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per linear foot for Underdrain Video Inspection, which price shall be full compensation for video inspection of existing underdrains and furnishing all video records and written reports and for all equipment, tools, labor, and incidentals necessary to complete the work.

Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per linear foot of Flushing Underdrain; for flushing and rehabilitation of existing underdrains; for cleaning and repairing or replacing rodent screens; for all equipment, tools, labor, and incidentals necessary to complete the work.

Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per linear foot of Underdrain Rehabilitation – Main Line or per linear foot of Underdrain Rehabilitation – Laterals; for saw cutting existing asphalt pavement, excavation and backfill; for properly removing and disposing of all waste materials; for furnishing all materials, including necessary fittings, bands, or joint filler; for furnishing and placing granular fill material, filter fabric, and underdrain cover, and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Flushing Underdrain	Linear Foot
Underdrain Rehabilitation - Main Line	Linear Foot
Underdrain Rehabilitation - Laterals	Linear Foot
Underdrain Video Inspection	Linear Foot

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

DESCRIPTION. This item shall consist of furnishing and placing enhanced thermoplastic pavement markings, of the color and type specified, all according to these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed.

The markings are to be placed under existing traffic conditions. The work shall comply with the MUTCD except as modified by these specifications.

MATERIALS. The material used shall be a product especially compounded for traffic markings. Each container shall be clearly and adequately marked to indicate the color, weight, batch or lot number, and type of material.

The Contractor shall furnish a certification from the manufacturer showing that the material requirements of this specification have been met.

The material shall meet the requirements of AASHTO M 249 with the following additions:

Yellow materials color specifications shall be as follows:

Color Specifications							
Color Specification Limits - Daytime Initial							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.499	0.466	0.545	0.455	0.518	0.432	0.485	0.454
Luminance Factor, Y (%)							
Minimum				Maximum			
40.0				60.0			

Initial daytime color determination will be made in accordance with AASHTO T 250. Values shall be evaluated on material without the drop-on beads.

Color Specifications Limits - Daytime Retained							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400

Retained daytime color limits shall conform to the specifications for a minimum of ninety days for construction pavement markings and one year for all other markings. Retained readings will be determined on a beaded surface in accordance with the requirements of ASTM E 2366.

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

Color Specifications Limits - Nighttime Initial with drop-on beads							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.575	0.425	.508	0.415	0.473	0.453	0.510	0.490

Initial nighttime color limits will be determined in accordance with the requirements of ASTM E 2367 on a beaded surface.

The pigments used for the pavement marking material compound shall not contain any compounds that will exceed the values listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

Heat-fused, pre-formed thermoplastic pavement marking material shall meet the requirements of AASHTO M249 with the exception of the relevant differences due to the material being pre-formed.

The material shall not break down or deteriorate if held at the plastic temperature for a period of 4 hours nor by reason of 4 re-heatings to the plastic temperature. The temperature-viscosity characteristics of the thermoplastic material shall remain consistent and there shall be no obvious change in the color of the material.

The material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemical formations on the roadway or streets, or because of the oil contact on pavement material, or from oil droppings from traffic.

After application and proper drying time, material shall show neither appreciable deformation nor discoloration under local traffic conditions and in air or road temperatures ranging from 0° F (-18° C) to 160° F (71° C). The material shall not smear or spread under normal traffic conditions at temperatures below 160° F (71° C).

Under this specification, the term "drying time" shall be defined as the minimum elapsed time after application when the pavement marking shall have and retain the characteristics required in the preceding paragraphs. In addition, the drying time shall be established by the minimum elapsed time after application when traffic will leave no impression or imprint on the applied marking. The drying time shall not exceed a characteristic straight-line curve, the limits of which are 2 minutes at 50° F (10° C) and 15 minutes at 90° F (32° C), measured at a maximum relative humidity of 70%.

The pavement markings shall maintain its original dimension and placement. The exposed surface shall be free of tack. Cold ductility of the material shall be such as to permit normal movement with the road surface without chipping or cracking. The material shall not be slippery when wet and it shall not lift from the pavement in freezing weather.

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

The marking shall have a uniform cross section. The density and character of the material shall be uniform throughout its thickness and shall be completely reflectorized both internally and externally.

The glass beads used for the intermix and the drop-on application shall meet AASHTO M-247 for the gradation specified below, with the exception that the glass beads shall have a minimum 80% true spheres in all gradations.

Intermix Glass Beads. The required 30-40% glass bead intermix shall be comprised of 50% of AASHTO M 247 Type 1 and 50% of AASHTO M 247 Type 3 beads. The beads shall be uncoated.

Drop-On Beads. Drop-on beads shall be applied using a double drop system capable of applying the beads at the specified application rates. Drop-on beads shall consist of AASHTO M 247 60% Type 1 beads and 40% Type 4 beads. The beads shall be dual coated for moisture resistance and adhesion.

CONSTRUCTION REQUIREMENTS. The thermoplastic compound shall be screed or ribbon extruded to the pavement surface. Heat-fused, pre-formed pavement markings shall be fusible to asphalt or Portland cement concrete surfaces by means of the normal heat of a propane weed-burner type of torch or other heating device as recommended by the manufacturer.

The equipment used to apply the thermoplastic compound onto the pavement shall be suitably equipped for heating and controlling the flow of the material. The equipment shall be constructed to provide continuous mixing and agitation of the material. The conveying parts of the equipment, between the main material reservoir and applicator, shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts, up to and including the applicator, maintain the material at the plastic temperature. The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines.

The thermoplastic reservoir shall be insulated and equipped with an automatic thermostatic control to maintain the proper temperature of the material.

The thermoplastic machine shall comply with the requirements of the National Board of Fire Underwriters.

Beads applied to the surface of the completed stripe shall be applied by an automatic double drop bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment. The Type 1 and Type 4 beads shall be automatically applied at a combined total minimum uniform rate of 8 to 10 pounds of glass beads to every 100 square feet. The Type 4

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

beads shall be applied first, and shall be followed immediately by the Type 1 bead application. They shall be applied across the entire line width, ensuring uniform application and embedment of the beads to 50-60% of the bead diameter.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 50° F or when the pavement surface shows evidence of moisture.

On new concrete pavements where no pavement markings exist or on existing concrete or asphalt pavements where the existing pavement markings are paint or thermoplastic and do not conflict with the proposed pavement markings, blasting with water or sand or a combination thereof will be required to remove any curing compound, oxidized paint or thermoplastic, or dirt to ensure a good bond. This blasting is considered surface preparation. On newly constructed asphalt pavements any sand, grit, or other surface contaminants must be removed using compressed air and/or sweeping. Water blasting may be necessary to remove surface contaminants which cannot be removed by the use of compressed air and/or sweeping. This work is considered surface preparation.

Conflicting pavement markings that exist shall be removed by blasting with water and/or sand or by grinding. This blasting or grinding is considered pavement marking removal.

The thickness of thermoplastic markings above the roadway surface shall be 90 mils. The thickness will be measured by a device supplied by the Contractor during the course of the project capable of measuring the thickness of the marking as installed on the pavement. The minimum thickness, as required above, will be measured in the center of the line when gauged by the equipment described above. The minimum thickness 1/2" from the edges shall not be less than 75% of the thickness required in the center. Maximum thickness of markings is 3/16".

On concrete pavements, paint pavement markings according to Section 718 shall be applied as a primer for the thermoplastic markings, except where thermoplastic markings are to be applied over existing thermoplastic markings. Paint applied to concrete pavement solely as a primer will not be measured or paid for separately, but full compensation therefor will be considered included in the contract unit prices bid for the various items of Enhanced Thermoplastic Pavement Markings. A primer other than paint may be used when recommended by the thermoplastic manufacturer.

A primer is not required for asphalt pavements, but paint pavement markings complying with Section 718 may be used by the Contractor as a primer at no cost to the Department.

When temperature limitations prohibit placement of thermoplastic markings within the 3 or 14 day limit specified in Section 604, the Contractor shall place painted markings according to Section 718. Painted markings required due to temperature limitations will be measured and paid for under Section 604. In this case, the Contractor shall maintain the painted markings at no additional cost to the Department until the thermoplastic markings, including primer if required, are installed.

ARKANSAS DEPARTMENT OF TRANSPORTATION

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

Spotting the pavement for centerline location on two-way roadways is required. It will be the responsibility of the Contractor to spot using a string line or chain so that spots are placed at intervals not exceeding 10'. The Department will establish the no passing zones if required. On one-way roadways spotting is required for the initial edge line or lane line placed. Edge lines and/or lane lines may be installed by referencing to center or lane lines. Edge lines shall not be broken for driveways. The trace of the thermoplastic line shall be uniform.

The finished lines shall have well defined edges, shall be uniform in thickness, and shall be straight and true. No stripe shall be less than the specified width. Any corrections of variations in width or alignment of the stripes shall not be made abruptly. Lines that cannot be corrected to meet these requirements shall be removed in accordance with Section 604 at the Contractor's expense.

Line removal as specified on the plans shall be performed in such a manner that no conflicting pavement marking will be left in place. Removal of the pavement marking by a means that will gouge the surface will not be permitted.

The Contractor shall use only workers experienced in installing thermoplastic markings.

METHOD OF MEASUREMENT.

(a) Enhanced Thermoplastic Pavement Markings will be measured by the linear foot (meter) of line of the width specified actually placed.

(b) Sand or water blasting in surface preparation will not be paid for separately, but full compensation therefor will be considered included in the contract unit price bid for Enhanced Thermoplastic Pavement Marking.

(c) Removal of pavement markings will be measured and paid for under Section 604.

BASIS OF PAYMENT. (a) Enhanced Thermoplastic Pavement Markings. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Enhanced Thermoplastic Pavement Markings of the width specified, which price shall be full compensation for furnishing and installing markings; for surface preparation; and for all labor, equipment, tools, furnishing thickness gauge, and incidentals necessary to complete the work.

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JOB NO. 070562

ENHANCED THERMOPLASTIC PAVEMENT MARKING

Payment will be made under:

Pay Item	Pay Unit
Enhanced Thermoplastic Pavement Marking White (")	Linear Foot
Enhanced Thermoplastic Pavement Marking Yellow (")	Linear Foot
Enhanced Thermoplastic Pavement Marking (Words)	Each
Enhanced Thermoplastic Pavement Marking (Arrows)	Each
Enhanced Thermoplastic Pavement Marking (Railroad Emblems)	Each
Enhanced Thermoplastic Pavement Marking (Bike Emblems)	Each

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

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. 070562

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. 070562

COORDINATION OF WORK

DESCRIPTION: This item shall consist of specifications relative to the coordination of work during construction operations at the beginning, and/or intermediate points, and/or end of contracts or jobs and shall be supplementary to Section 105, Control of Work, of the Standard Specifications, Edition of 2014.

Coordination of work will be necessary with the Contractor for Job 012307 and with any other contractors that may have active jobs adjacent to this project during the construction period.

CONSTRUCTION: The Contractor shall schedule and perform the several operations of construction at the beginning and/or end, or any intermediate point of the project in such a sequence that work on the facility will progress in an expeditious manner.

The Contractor shall furnish the Engineer for approval a plan or schedule of his proposed work at the termini of the project as well as any intermediate points where coordination with another contractor will be necessary. He shall keep the Engineer informed or advised of any action or cause that might affect the successful coordination of work with other contractors.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 070562
WATER POLLUTION CONTROL

Section 110 of the Standard Specifications for Highway Construction, Edition of 2014 is hereby amended as follows:

The following is added to **Section 110**:

Sedimentation, turbidity, water pollution, and other possible impacts to tributaries of the Caddo River shall be carefully controlled and minimized on this project. The Caddo River is habitat for federally threatened species. Required actions of the Contractor shall include, but are not limited to, the following:

- **The Contractor shall have absorbents in forms such as booms, pillows, or rolls on the job site capable of absorbing up to 500 gallons of petroleum based liquids. The Contractor shall be prepared at any time to utilize these absorbents immediately as a defense response for hazardous waste spills such as emulsified asphalt products occurring as a result of this project. No work will be permitted to occur on the project unless one of the above referenced absorbents is physically on the project limits.**
- **Emulsified asphalt products shall not be placed when there is any likelihood of adverse weather.** Emulsified asphalt products shall be limited to 1,500 linear feet at any one time.
- No equipment with leaking fluids shall be allowed on the project.
- Storage areas for petroleum and/or chemical products cannot be placed within 500 feet of a stream crossing or as directed by the Engineer. No material shall be wasted or temporarily stockpiled in wetlands, flood plains, recharge areas, or where it can be eroded or washed into waters of the United States.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The work involved in complying with the remainder of 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. 070562

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

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

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

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

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

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

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

(f) Daily Road User Cost. The amount which represents the average daily cost to the road user, including but not limited to, user delay costs, vehicle operating costs, crash costs, and emission costs. The daily road user cost for Part C is \$26000.

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

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

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

The product of the number of calendar days established by the bidder for Part C multiplied by the daily road user cost of \$26000 per calendar day will be added to the contract amount bid. The sum of the two amounts will be the amount used for consideration of bids for award.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

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

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

(A) The Contract amount.

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

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

$$\begin{aligned} & \text{(A)} \\ & + [(C) \times (\text{daily road user cost of } \$26000)] \\ & = \text{Bid amount for award consideration.} \end{aligned}$$

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

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

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

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

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

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

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

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

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

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

The Department will evaluate the Contractor's documentation and analysis, and determine the time extension due, if any. The Department will not evaluate a request for an extension

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of the contract time or revise the contract time unless the Contractor notifies the Department in accordance with the contract documents and specifications.

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

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

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

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

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such material. In either of these situations, when work has progressed to the point that critical materials not delivered are delaying progress of the project, the Contractor may make a written request to the Engineer for additional contract time.

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

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

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

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

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

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6. Early Completion of Specified Site Use Work. The Contractor will be paid \$26000 for each calendar day the Specified Site Use Work is substantially complete before the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above. The maximum number of calendar days for which this payment will be made is 5 days. Payment for early completion will be made after all items identified on the punch list have been completed to the satisfaction of the Engineer.

7. Failure to Substantially Complete the Specified Site Use Work in the Time Bid. Failure to substantially complete the Specified Site Use Work within the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above, will result in the Daily Road User Cost of \$26000 being assessed for every calendar day in excess of the stated number, up to the time in which the Specified Site Use Work is substantially complete.

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

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

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

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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:

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.

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):

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

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- (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 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.

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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.

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 "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. 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:

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

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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(d) is amended as follows:

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

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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

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**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

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**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

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**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

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**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	100.00	100.00	100.00
1.80	100.00	100.00	100.00
1.81	100.00	100.00	100.00
1.82	100.00	100.00	100.00
1.83	100.00	100.00	100.00
1.84	100.00	100.00	100.00
1.85	100.00	100.00	100.00
1.86	100.00	100.00	100.00
1.87	100.00	100.00	100.00
1.88	100.00	100.00	100.00
1.89	100.00	100.00	100.00
1.90	100.00	100.00	100.00
1.91	100.00	100.00	100.00
1.92	100.00	100.00	100.00
1.93	100.00	100.00	100.00

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**Table 410-2
Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
1.94	100.00	100.00	100.00
1.95	100.00	100.00	100.00
1.96	100.00	100.00	100.00
1.97	100.00	100.00	100.00
1.98	100.00	100.00	100.00
1.99	100.00	100.00	100.00
2.00	100.00	100.00	100.00
2.01	100.00	100.00	100.00
2.02	100.00	100.00	100.00
2.03	100.00	100.00	100.00
2.04	100.00	100.00	100.00
2.05	100.00	100.00	100.00
2.06	100.00	100.00	100.00
2.07	100.00	100.00	100.00
2.08	100.00	100.00	100.00
2.09	100.00	100.00	100.00
2.10	100.00	100.00	100.00
2.11	100.00	100.00	100.00
2.12	100.00	100.00	100.00
2.13	100.00	100.00	100.00
2.14	100.00	100.00	100.00
2.15	100.00	100.00	100.00
2.16	100.00	100.00	100.00
2.17	100.00	100.00	100.00
2.18	100.00	100.00	100.00
2.19	100.00	100.00	100.00
2.20	100.00	100.00	100.00
2.21	100.00	100.00	100.00
2.22	100.00	100.00	100.00
2.23	100.00	100.00	100.00
2.24	100.00	100.00	100.00
2.25	100.00	100.00	100.00
2.26	100.00	100.00	100.00
2.27	100.00	100.00	100.00
2.28	100.00	100.00	100.00
2.29	100.00	100.00	100.00
2.30	100.00	100.00	100.00
2.31	100.00	100.00	100.00
2.32	100.00	100.00	100.00

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

PERCENT WITHIN LIMITS

**Table 410-2
Percent Within Limits**

Quality Index	PWL for Selected Sample Size		
	n = 3	n = 4	n = 5
2.33	100.00	100.00	100.00
2.34	100.00	100.00	100.00
2.35	100.00	100.00	100.00
2.36	100.00	100.00	100.00
2.37	100.00	100.00	100.00
2.38	100.00	100.00	100.00
2.39	100.00	100.00	100.00
2.40	100.00	100.00	100.00
2.41	100.00	100.00	100.00
2.42	100.00	100.00	100.00
2.43	100.00	100.00	100.00
2.44	100.00	100.00	100.00
2.45	100.00	100.00	100.00
2.46	100.00	100.00	100.00
2.47	100.00	100.00	100.00
2.48	100.00	100.00	100.00
2.49	100.00	100.00	100.00
2.50	100.00	100.00	100.00
2.51	100.00	100.00	100.00
2.52	100.00	100.00	100.00
2.53	100.00	100.00	100.00
2.54	100.00	100.00	100.00
2.55	100.00	100.00	100.00
2.56	100.00	100.00	100.00
2.57	100.00	100.00	100.00
2.58	100.00	100.00	100.00
2.59	100.00	100.00	100.00
2.60	100.00	100.00	100.00
2.61	100.00	100.00	100.00
2.62	100.00	100.00	100.00
2.63	100.00	100.00	100.00
2.64	100.00	100.00	100.00
2.65	100.00	100.00	100.00

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 070562

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
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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

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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.

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UTILITY ADJUSTMENTS

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.

There are no known utility conflicts or adjustments needed for this project. Any underground utility facilities should be lower than the required construction.

The Contractor should make every effort to locate buried utilities including, but not limited to, calling Arkansas One Call Center (800) 482-8998.

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
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 (%)	
1/2" (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****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
FILTER SOCKS**

Section 621 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 621.01**:

(p) Filter Socks. This item shall consist of furnishing, installing, maintaining, and removing filter socks at locations indicated on the plans or as otherwise directed by the Engineer. Filter socks consist of filter media (compost or non-treated wood) encased in a three-dimensional fabric tube for the purposes of filtering silt, sediment, and other pollutants out of stormwater.

The following is added to **Subsection 621.02**:

(o) Compost or non-treated wood used for filter sock filter media shall be weed, disease, and pathogen free and derived from a clean source of woody organic matter. The media shall be free of any refuse, contaminants, or other materials toxic to plant growth. Test methods for the parameters shown in Table 621-2 should follow the recommendations provided in the AASHTO Standard Practice for Compost for Erosion and Sediment Control (R 51). Compost products must be supplied with a Seal of Testing Assurance (STA) by the U.S. Composting Council from the manufacturer. The Engineer may request a sample for approval prior to being used and materials must comply with all local, state, and federal regulations.

Table 621-2
Filter Sock Media Parameters

Parameters	Reported as (units of measure)	Test Method	Required Value
pH	pH Units	AASHTO R 51	5.0-8.5
Moisture Content	%, wet weight basis	AASHTO R 51	<60%
Organic Matter Content	%, dry weight basis	AASHTO R 51	>30%
Particle Size	% passing a selected mesh size, dry weight basis	AASHTO R 51	99% passing a 2" sieve <40% passing a 3/8" sieve
Physical Contaminates (man-made inert material)	%, dry weight basis	N/A	<1%

Filter sock containment shall be produced from 5-mil-thick continuous high density polyethylene (HDPE) filament or multi-filament polypropylene (MFPP), woven or knitted into a tubular mesh netting. Openings in the mesh shall range from 1/8th to 3/8th inch. This tube shall then be filled to the specified diameter of the sock with filter media which meets the specifications outlined in Table 621-2. Filter sock fabric shall have a minimum functional longevity of 9 months.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

Furnish filter socks with a diameter of 8-9, 12, 18, or 24 inches in diameter in variable lengths as directed by the Engineer.

Use 2" by 2" hardwood stakes of a length which will allow them to be driven at least one foot into the soil while leaving at least 3" projecting above the sock after installation. In rocky or other difficult locations steel stakes may be used if directed by the Engineer. Sandbags may be used as necessary to anchor the filter sock for installation on paved surfaces. Placement shall be as directed by the Engineer.

The following is added to **Subsection 621.03**:

(q) Trenching of filter socks is not required but woody vegetation shall be cut at ground level or otherwise removed, and uneven or rocky surfaces shall be graded or raked to ensure the socks uniformly contact the ground. The socks shall be secured with stakes driven through the center of the devices or installed as recommended by the manufacturer. For perimeter control or on slopes, stakes shall be installed on a maximum of 10 foot centers and the ends of the socks shall be directed upslope to prevent storm water from running around the end of the sock. For ditch checks and drop inlets, stakes shall be installed on a maximum of 4 foot centers. Additional stakes may be necessary as directed by the Engineer. Filter socks may be laid end to end or overlapped according to the manufacturer's directions.

Routinely maintain the socks in good condition (including staking, anchoring, etc.) Accumulated sediment shall be removed when the sediment reaches one-half the height of the sock or as directed by the Engineer. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Repair of or complete replacement of torn or damaged socks shall be performed as required or as directed by the Engineer. Filter socks shall be carefully removed and replaced as required to facilitate construction operations.

When the required work has been completed, the area has been stabilized, and the filter socks are no longer required as approved by the Engineer, the containment material shall be cut and the core material shall be evenly distributed on the surrounding ground area. Containment shall be removed and disposed of.

The following is added to **Subsection 621.04**:

(q) Filter Socks will be measured by the linear foot (meter) complete in place; measurement will be made along the centerline of the top of the filter sock. No payment will be made for overlap. No payment will be made for additional length beyond that approved by the Engineer.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS**

The following is added to **Subsection 621.05**:

(q) Filter Socks completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Filter Socks, which price shall be full compensation for furnishing all materials; for installation and maintenance of filter socks; for temporarily removing and replacing filter socks as required to facilitate construction operation; for removal and disposal of the filter socks as directed; and for all labor, equipment, tools, and incidentals necessary to complete the work.

The following is added as the last Pay Item in **Subsection 621.05**:

Pay Item	Pay Unit
Filter Sock (____")	Linear Foot (Meter)

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

- (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
SUPPLEMENTAL SPECIFICATION
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:

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

(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 MILL AND INLAY APPROXIMATELY 8.11 MILES OF I-30 IN CLARK COUNTY. THIS PROJECT CONSISTS OF SPECIAL CLEARING, ACHM SURFACE COURSE, COLD MILLING ASPHALT PAVEMENT, MAINTENANCE OF TRAFFIC, RUMBLE STRIPS IN ASPHALT SHOULDERS, POLYMER OVERLAY ON EIGHT BRIDGES AND TWO OVERPASSES (TOTAL LENGTH 1589.96'), PAVEMENT MARKING, AND MISC. ITEMS.

State Highway I-30, Section 14, in **CLARK** 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 **070562** **FEDERAL AID PROJECT NHFP-30-1(159)**

Job Name: **HWY. 26 - CADD VALLEY (S)**

said project being approximately **8.11 miles in length.**

Proposal received until 1:30 p.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 calendar days bid by the bidder in accordance with the Job Special Provision "Site Use (A+C Method)-Calendar 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.: 070562
Job Name: HWY. 26 - CADD VALLEY (S)
Federal Aid Project: NHFP-30-1(159)

Date Estimated: 6/24/2020
Date Revised: 9/1/2020

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	SP - SPECIAL CLEARING	418.000	STA	
0002	SS&401 - TACK COAT	64,678.000	GAL	
0003	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	39,632.000	TON	
0004	SPSS407 - ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	2,218.000	TON	
0005	SP&412 - COLD MILLING ASPHALT PAVEMENT	376,471.000	SQYD	
0006	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	150.000	TON	
0007	SP&509 - JOINT REHABILITATION (TYPE A)	440.000	LF	
0008	SPSS603 - MAINTENANCE OF TRAFFIC	1.000	L.S.	
0009	SS&604 - SIGNS	986.000	SQFT	
0010	SS&604 - TRAFFIC DRUMS	584.000	EACH	
0011	SS&604 - FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	520.000	LF	
0012	SS&604 - RELOCATING PRECAST CONCRETE BARRIER (MAX. BID 25% OF ITEM NUMBER 0011)	520.000	LF	
0013	604 - CONSTRUCTION PAVEMENT MARKINGS	268,955.000	LF	
0014	604 - REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	3,183.000	LF	
0015	SS&604 - ADVANCE WARNING ARROW PANEL	40.000	DAY	
0016	SPSS604 - PORTABLE CHANGEABLE MESSAGE SIGN	16.000	WEEK	
0017	SS&611 - 4" PIPE UNDERDRAINS	200.000	LF	
0018	SS&611 - UNDERDRAIN OUTLET PROTECTORS	4.000	EACH	
0019	SPSS611 - UNDERDRAIN VIDEO INSPECTION	87,956.000	LF	
0020	SP - FLUSHING UNDERDRAIN	84,956.000	LF	
0021	SP - UNDERDRAIN REHABILITATION - MAIN LINE	5,000.000	LF	
0022	SP - UNDERDRAIN REHABILITATION - LATERALS	1,000.000	LF	
0023	SS&621 - FILTER SOCK (18")	1,000.000	LF	

Arkansas Department of Transportation
Schedule of Items

State Job No.: 070562
Job Name: HWY. 26 - CADD VALLEY (S)
Federal Aid Project: NHFP-30-1(159)

Date Estimated: 6/24/2020
Date Revised: 9/1/2020

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0024	635 - ROADWAY CONSTRUCTION CONTROL	1.000 L.S.		
0025	636 - BRIDGE CONSTRUCTION CONTROL	1.000 L.S.		
0026	642 - RUMBLE STRIPS IN ASPHALT SHOULDERS	169,912.000 LF		
0027	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6")	1,143.000 LF		
0028	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	1,470.000 LF		
0029	719 - THERMOPLASTIC PAVEMENT MARKING (WORDS)	1.000 EACH		
0030	719 - THERMOPLASTIC PAVEMENT MARKING (ARROWS)	1.000 EACH		
0031	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (6")	173,473.000 LF		
0032	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (12")	7,745.000 LF		
0033	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	87,737.000 LF		
0034	721 - RAISED PAVEMENT MARKERS (TYPE II)	7,496.000 EACH		
0035	SS&804 - REINFORCING STEEL-BRIDGE (GRADE 60)	1,690.000 LB		
0036	SS&804 - EPOXY COATED REINFORCING STEEL (GRADE 60)	4,746.000 LB		
0037	SS&809 - SILICONE JOINT SEALANT	2,026.000 LF		
0038	821 - MODIFICATION OF EXISTING BRIDGE STRUCTURE (BRIDGE NO. A3706)	1.000 L.S.		
0039	821 - MODIFICATION OF EXISTING BRIDGE STRUCTURE (BRIDGE NO. B3706)	1.000 L.S.		
0040	821 - MODIFICATION OF EXISTING BRIDGE STRUCTURE (BRIDGE NO. A6515)	1.000 L.S.		
0041	821 - MODIFICATION OF EXISTING BRIDGE STRUCTURE (BRIDGE NO. B6515)	1.000 L.S.		
0042	SP - BRIDGE DECK REPAIR FOR POLYMER OVERLAYS	7,570.000 SQFT		
0043	SP - POLYMER OVERLAY	16,818.000 SQYD		

Section 01 Total: _____

Arkansas Department of Transportation
Schedule of Items

State Job No.: 070562
 Job Name: HWY. 26 - CADD0 VALLEY (S)
 Federal Aid Project: NHFP-30-1(159)

Date Estimated: 6/24/2020
 Date Revised: 9/1/2020

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
				Subtotal: _____
0044	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	_____	_____
				Bid Total: _____

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

_____ Days X \$26,000/Day = \$ _____ (C)

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. _____ _____ F.A.P. No. _____ _____ _____ (Date Executed)	_____ (Name of Bidder) _____ (Signature) _____ (Title of Person Signing)
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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 31, 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 070562

**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

CERTIFICATION STATEMENT

JOB 070562

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:** _____