

# ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS OF

*FOR THE CONSTRUCTION OF*

STATE JOB NO. 100878

FEDERAL AID PROJECT STPR-0028(46)

HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)

STATE HIGHWAY 34 & 49 SECTION 2 & 4

IN GREENE 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](mailto: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 100878

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	RESTRAINING CONDITION
JOB SP	FLEXIBLE BEGINNING OF WORK - CALENDAR DAY CONTRACT
JOB SP	SOIL STABILIZATION
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	CLASS C FLY ASH IN PORTLAND CEMENT CONCRETE PAVEMENT AND CLASS S(AE) CONCRETE
JOB SP	VERY EARLY STRENGTH CONCRETE
JOB SP	BROADBAND INTERNET SERVICE FOR FIELD OFFICE
JOB SP	EXTENSION FOR PIPE CULVERTS
JOB SP	ELECTRICAL CONDUCTORS-IN-CONDUIT
JOB SP	LED ROADWAY ILLUMINATION POLE
JOB SP	SERVICE POINT ASSEMBLY
JOB SP	THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)
JOB SP	STAINING CONCRETE SURFACES
JOB SP	SHORING FOR CULVERTS
JOB SP	WELLHEAD PROTECTION
JOB SP	SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT
JOB SP	DELAY IN RIGHT OF WAY OCCUPANCY
JOB SP	UTILITY ADJUSTMENTS
SP 108-1	LIQUIDATED DAMAGES

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Supplemental Specifications and Special Provisions Listing  
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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 210-1	UNCLASSIFIED EXCAVATION
SS 303-1	AGGREGATE BASE COURSE
SS 306-1	QUALITY CONTROL AND ACCEPTANCE
SS 400-1	TACK COATS
SS 400-4	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
SS 400-5	PERCENT AIR VOIDS FOR ACHM MIX DESIGNS
SS 400-6	LIQUID ANTI-STRIP ADDITIVE
SS 404-3	DESIGN OF ASPHALT MIXTURES
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 410-2	DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS
SS 505-1	PORTLAND CEMENT CONCRETE DRIVEWAY
SS 600-2	INCIDENTAL CONSTRUCTION
SS 603-1	LANE CLOSURE NOTIFICATION
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 604-3	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)
SS 606-1	PIPE CULVERTS FOR SIDE DRAINS
SS 620-1	MULCH COVER
SS 621-1	FILTER SOCKS
SS 632-1	CONCRETE ISLAND
SS 633-1	CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING
SS 634-1	CURBING

## **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:

MINORITIES

COUNTY

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

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
2. "EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
3. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: <ul style="list-style-type: none"> <li>a. EEO policy statement.</li> <li>b. Notice encouraging employees to refer minority and female applicants for employment.</li> <li>c. Notice informing employees of an available training program and the entrance requirements.</li> <li>d. Complaint procedures.</li> <li>e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located.</li> <li>f. Work environment statement.</li> <li>g. Certification of nonsegregated facilities.</li> <li>*h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.</li> </ul>
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

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

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
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

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**

- |     |  |   |                         |
|-----|--|---|-------------------------|
| 13. | Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).<br>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)<br>Public Law 91-596 | ARDOT Resident Engineer |
| 14. | Family and Medical Leave Act of 1993 (WH-1420)<br>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: AR20200138 01/03/2020

Superseded General Decision Number: AR20190138

State: Arkansas

Construction Type: Highway

County: Greene County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

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

ARKANSAS DEPARTMENT OF TRANSPORTATION  
 SUPPLEMENTAL SPECIFICATION  
 WAGE RATE DETERMINATION

to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

SUAR2014-010 07/21/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.68	0.00
CARPENTER, Excludes Form Work....	\$ 15.92	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.36	0.00
FENCE ERECTOR.....	\$ 11.80	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 13.50	0.00
INSTALLER - GUARDRAIL.....	\$ 15.80	0.00
IRONWORKER, REINFORCING.....	\$ 14.20	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.95	9.26
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$ 12.95	0.00
LABORER: Common or General.....	\$ 13.57	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION  
 SUPPLEMENTAL SPECIFICATION  
 WAGE RATE DETERMINATION

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.51	0.00
OPERATOR: Asphalt Plant.....	\$ 17.67	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.73	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 19.49	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94	0.00
OPERATOR: Bulldozer.....	\$ 18.01	0.00
OPERATOR: Crane.....	\$ 27.75	0.00
OPERATOR: Grade Checker.....	\$ 19.30	0.00
OPERATOR: Grader/Blade.....	\$ 19.75	0.00
OPERATOR: Loader.....	\$ 13.77	0.00
OPERATOR: Mechanic.....	\$ 22.42	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.06	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.31	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.30	0.00
OPERATOR: Roller.....	\$ 15.48	0.00
OPERATOR: Scraper.....	\$ 17.78	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION  
WAGE RATE DETERMINATION

OPERATOR: Sceded.....	\$ 15.91	0.00
OPERATOR: Tractor.....	\$ 18.31	0.00
PILEDRIVERMAN.....	\$ 18.75	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.76	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.97	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.64	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.75	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.74	0.00
TRUCK DRIVER: Water Truck.....	\$ 16.09	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 10.75	0.00

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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

ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION  
WAGE RATE DETERMINATION

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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)).

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

#### Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### 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

ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION  
WAGE RATE DETERMINATION

for the classifications and rates under that identifier.

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

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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. 100878**

**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 100878**

**GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION  
JOB 100878**

**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](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 100878**

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. 100878**

**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. 100878**

**BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

(a) Proposals will be considered irregular and will be rejected for the following reasons:

(1) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

(2) If the proposal is not digitally signed by an authorized representative of the firm.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

**Subsection 102.10** is hereby deleted and the following substituted therefore:

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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](http://www.docexpress.com).

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

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

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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](http://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](http://ardot.gov/construction_division/Contractor_Guide_DocExpress.pdf).

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SPECIAL PROVISION**  
**JOB NO. 100878**  
**RESTRAINING CONDITION**

**Section 107.10** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Section 107.10 (b)**:

A restraining condition (historic marker) is located within the proposed right-of-way of Highways 49/34 intersection at Station 105+02 Right, as shown on page 2 of this Special Provision.

The marker should be carefully removed and stored at a secure location during construction and returned as close as possible to its original location after the completion of construction. Discretion is left to the Resident Engineer to determine a feasible location of the marker once the job is complete.

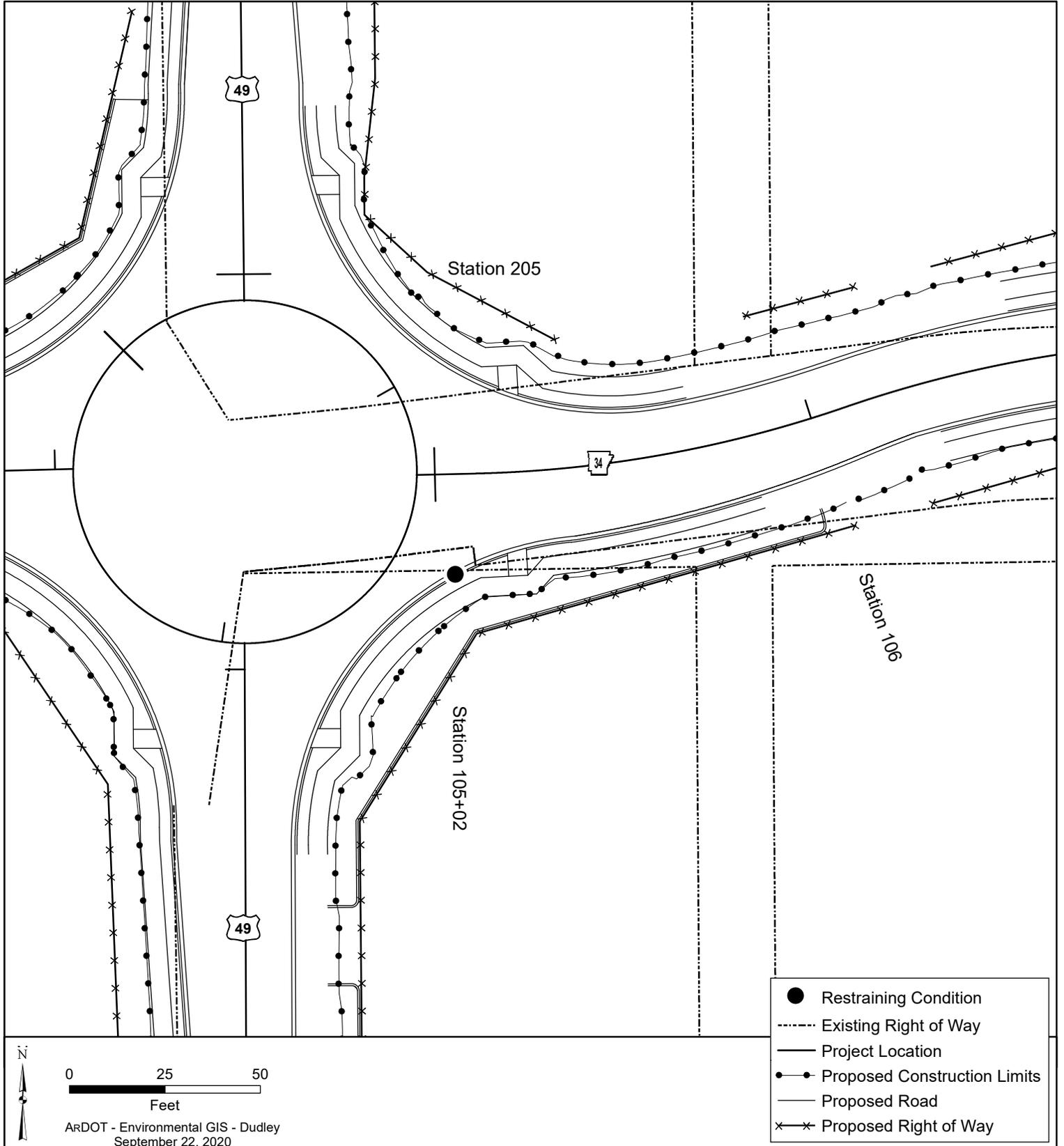
No direct payment will be made for fulfilling the requirements of this Specification, but full compensation will be considered included in the various Contract unit prices bid.

# ARKANSAS DEPARTMENT OF TRANSPORTATION

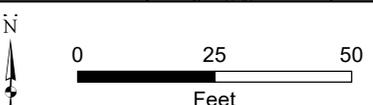
## SPECIAL PROVISION

JOB NO. 100878

## RESTRAINING CONDITION



- Restraining Condition
- Existing Right of Way
- Project Location
- Proposed Construction Limits
- - - Proposed Road
- x-x Proposed Right of Way



ARDOT - Environmental GIS - Dudley  
September 22, 2020

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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)(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.**

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**SOIL STABILIZATION**

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

**Subsection 210.07 Construction Requirements** is expanded to include the following:

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

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

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

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

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

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Soil Stabilization	Ton

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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](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.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

### 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](http://www.ardot.gov/ProgCon/AHTD_Aspphalt_Binder_Index.pdf)

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**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. 100878**

**WARM MIX ASPHALT**

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**CLASS C FLY ASH IN PORTLAND CEMENT CONCRETE PAVEMENT  
AND CLASS S(AE) CONCRETE**

**The following is added as the last paragraph of Subsections 501.04(a) and 802.06(a):**

If the contractor elects to use Class C fly ash as a partial replacement for cement in Portland Cement Concrete Pavement or in Class S(AE) concrete and the plant producing the fly ash uses powdered activated carbon to meet EPA mercury emission requirements (as indicated in the Qualified Products List), an increased frequency for contractor quality control testing for air content will be required. As a minimum, an air content test must be taken at the beginning of placement and at intervals during placement not to exceed 20 cubic yards for Class S(AE) concrete and 100 cubic yards for Portland Cement Concrete Pavement. The Engineer may require more frequent testing if wide ranges occur in the air content test results. No additional payment will be made for additional air content testing, but full compensation will be considered included in the contract unit prices bid for Portland Cement Concrete Pavement or Class S(AE) Concrete.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**VERY EARLY STRENGTH CONCRETE**

**Section 507.02 Materials**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Concrete furnished shall be proportioned to meet a minimum performance strength of 2500 psi within a maximum 6 hours after placement.

The Contractor shall prepare a mix design in accordance with the requirements of **Subsection 501.03(b)** that will meet these requirements. Very Early Strength Concrete shall consist of the following items with the exact proportions to be established by trial mixtures.

Material (Cubic Yard Basis)	Specification
Portland Cement (870 pounds minimum)	AASHTO M-85, Type I or Type III
Fine Aggregate	In Accordance with Sec 501.02(b)
Water	In Accordance with Sec 501.02(d)
Accelerator (as recommended by manufacturer)	AASHTO M194, Type C
High Range Water Reducer (as recommended by manufacturer)	AASHTO M194, Type F
Air Entraining Agent	AASHTO M 154
Water/Cement Ratio	0.39 maximum
Concrete Temperature at Placement	70° F. minimum
Six Hour Compressive Strength	2500 psi minimum
Slump	6.0 inches maximum

The accelerator shall not be of a salt (chloride) derivative.

Coarse aggregate shall meet the requirements of **Subsection 501.02(c)**.

**Subsection 501.04(a)** is hereby modified as follows. The Contractor shall be responsible for monitoring the strength of the setting Very Early Strength Concrete to ensure that the minimum opening strength of 2500 psi is obtained within the specified 6 hours. This includes but is not limited to casting, curing, and breaking concrete test cylinders.

Concrete test cylinders shall be cast for the last pour of the work period. The cylinders shall be tested at 4 hours and 6 hours after the concrete they represent has been placed. Concrete test cylinders shall be tested in accordance with AASHTO T22. The Contractor shall furnish the Engineer a copy of the test results on the day that the cylinders are tested.

The Contractor shall furnish an insulated curing box for curing concrete test cylinders. The insulated box shall be constructed of a suitable external material such as plywood filled with polystyrene plastic bored to hold concrete filled test cylinder molds or filled with polystyrene plastic beads. There shall be a minimum of 2" of polystyrene plastic covering the top of the

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**VERY EARLY STRENGTH CONCRETE**

stored cylinders, a minimum of 2" between the bottom of the box and the bottom of the cylinders, and a minimum of 4" on the sides.

The Contractor may elect to use a mobile, continuous volumetric mixer at the island location in lieu of a batch plant equipped with an automatic ticket printer as described in Subsection 501.05(c). A mobile, continuous volumetric mixer is defined as a truck mounted system where each component is automatically proportioned out for a selected batch size from on-board storage bins and automatically fed into a mixing unit to produce a mix complying with the above requirements. The unit shall be calibrated according to the manufacturer's recommendations by the Contractor in the presence of the Engineer before any placements are made on the project. Copies of all calibration forms/calculations shall be submitted to the Engineer.

A trial batch of at least 5.5 cubic yards shall be produced from the mobile, continuous volumetric mixer prior to placement of any islands on the project. The trial batch shall be accomplished by the Contractor under the observation of the Engineer. Trial batches will be sampled and tested by the Engineer to determine compliance with the specifications of the mix produced from the mobile, continuous volumetric mixer for slump, air content, and six-hour compressive strength.

**Subsection 501.02(i)**, is modified as follows: Upon finishing the surface of the islands, they shall be sprayed with a curing compound meeting ASTM C 309 for Type I-D or Type 2. Subsequently, insulated curing blankets and or polystyrene plastic planks 1" thick shall be used to cover the island until the minimum strength of 2500 psi is obtained and for a minimum 4 hours to retain the heat of hydration.

Quality Control and Acceptance. Quality control and acceptance testing shall be according to Subsection 501.04, except that compressive strength will be determined by cylinders obtained according to AASHTO T23 and that coring will not be required to determine pavement thickness. Thickness will be determined immediately prior to placing the concrete pavement.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**BROADBAND INTERNET SERVICE FOR FIELD OFFICE**

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

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**EXTENSION FOR PIPE CULVERTS**

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

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

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

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

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### JOB NO. 100878

#### ELECTRICAL CONDUCTORS-IN-CONDUIT

1. **DESCRIPTION.** This item consists of furnishing, installing, and testing copper electrical conductors from point to point as indicated on the plan sheets. The electrical conductors shall be suitable for installation in duct mounted on structures or buried in the ground.
2. **MATERIALS.** Electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets. Electrical conductors shall be solid or stranded copper, type USE-2 or UF with cross-linked polyethylene (XLP) insulation, and 600-volt rating. Electrical conductors shall be UL Listed. Electrical conductors shall comply with ASTM B3, B8, B787, and/or UL Standard 854. Multiple single conductor cables shall not be twisted.

Electrical conductors used for roadway luminaires shall be solid or stranded copper, UL Listed, XHHW-2, manufactured in accordance with ASTM B3 or B8. Rated voltage for conductors shall be 600V. Temperature shall be 90° for wet or dry locations.

Where specified Electrical Ground Conductor (E.G.C), one additional EGC, bare or insulated, also be supplied of the same size as the main conductors.

3. **CONSTRUCTION REQUIREMENTS.** The electrical conductors shall be continuously running directly from service points to electrical devices and/or junction boxes without splices being made in the conduits. In addition, the electrical conductors shall pass both MEG Test and Leakage Current Test after installation in the presence of the field inspector. The contractor shall perform tests utilizing test equipment acceptable to the job engineer, and submit reports to the job engineer for validation. The Contractor shall be responsible for all damages caused by improper MEG Test and Leakage Current Test. Any conductor not meeting the minimum acceptable value shall be replaced at Contractor's expense using new conductor. Sample test pages are included in this item. The 30-day test on the system shall not commence until all conductors have been tested with specification and accepted by the job engineer.

All conduit terminations shall be provided with UL Listed bushings or bell end fittings. All conduit installed in pull boxes shall be provided with 90-degree elbows with conduit opening facing skyward. All conduit butt splices shall be UL Listed couplings. All conduit used for directional boring shall be UL Listed for that purpose. Non-metallic conduit shall be stamped, "Dir. Bore" or "Directional Bore".

All conduit joints shall be connected by using UL approved methods only. No internal and external obstructions, such as rivets, screws, and/or any other puncturing method of connections are allowed. The Contractor shall not use a torch for bending or shaping non-metallic conduits.

Splices are allowed at pull boxes, pole bases, or as approved by the Engineer. All splices shall be waterproof, and UL Listed for continuous use in submersible installations. Splices in

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**ELECTRICAL CONDUCTORS-IN-CONDUIT**

pull boxes shall be made with a Bus connector, such as "Homac RXL," "NSI Polaris Edge", "Utilco Safetysub," "Burndy Unitap," or equivalent and approved by the job engineer. Drip loops are required at pole base installations. No direct connection from copper to aluminum shall be allowed without the proper connector. Slack cable (3 ft. min.) shall remain at each splice location to allow reconnection.

4. **METHOD OF MEASUREMENT.** Electrical Conductors-in-Conduit will be measured by the linear foot of circuit. Multiple conductors for a circuit shall not be measured singularly and added together.
  
5. **BASIS OF PAYMENT.** Work completed and accepted under this item, measured and tested as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors-in-Conduit of the "number of conductors" and "size" called for on the plans, which price shall be full compensation for furnishing and installing the electrical conductors in all conduits, junction boxes and pole bases including making all necessary taps and connections to complete the circuits as shown on the plans and as directed by the Engineer, testing along with all equipment, tools, labor, and incidentals required to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Electrical Conductors-in-Conduit (2C/8 A.W.G., E.G.C.)	Linear Foot
Electrical Conductors-in-Conduit (2C/12 A.W.G., E.G.C.)	Linear Foot

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**ELECTRICAL CONDUCTORS-IN-CONDUIT**

**Insulation Resistance Test (MEG Test)**

**DESCRIPTION.** This item describes a testing method for the Insulation Resistance Test (“Test”), also known as, MEG test as called for on the plans. All tests and data recordings must be done in the presence of, and signed by the field inspector. Any deviation from these procedures shall require approval by the Engineer.

**MATERIALS.** A digital insulation resistance tester (“Tester”) is required to perform the test. The Tester shall be able to provide DC test voltage of 500 volts and perform short-time test.

**Definitions**

**Circuit:** A circuit is the entire run of conductors from the service point to the end, including splices.

**Circuit No.:** This is typically the number in a circle on the plans. If no circuit number is present, the Engineer will provide one.

**Section:** A section is a segment of conductors placed between two poles.

**Section No.:** This is typically the number in a rectangle on the plans. If no section number is present, the Engineer will provide one.

**METHOD OF MEASUREMENTS.**

Before starting the measurement:

- Do not connect the cable to service. Disconnect all other circuits or devices, as well as any cable accessories and protective end caps, and open the cable at both ends and ensure conductors are isolated from each other.
- Contractor shall be responsible for all damages caused by MEG testing while devices or accessories are still connected. Any conductor not meeting the minimum acceptable value shall be replaced at Contractor’s expense using new conductor.
- Only test a cable if the temperature of the conductor is above the dew point. Otherwise, moisture will form on the surface of the insulation and could be absorbed by the cable causing the test to fail.
- Make sure that the conductor surface is free of any material that may be conductive.
- Do not exceed the recommended test voltage of the cable. Otherwise, the conductor insulation can be overstressed, or even damaged. The Contractor shall be responsible for damages caused by improper MEG Test.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**ELECTRICAL CONDUCTORS-IN-CONDUIT**

Short-time Test. This test lasts 60 seconds.

For each conductor that is to be tested:

1. Record the following:
  - a. Conductor length
  - b. Ambient temperature
2. Strip back the conductor at each end, as if it were to be connected to the supply and load equipment (remove the jacket, separate the conductors, and strip the end of the conductors of any insulation). The cable must be disconnected from any equipment at both ends. This includes roadway lighting, disconnects, service point, and any other kind of device that may be connected to the conductors.
3. Separate the conductors from each other, and from any ground conductors.
4. Thoroughly clean the exposed conductor ends to remove any dirt or debris. They should also be completely dry at the time of measurement.
5. Apply 500 volts DC for 60 seconds per conductor. Each insulated conductor should be tested separately, and record the reading of resistance in megohms at 60 seconds.

Minimum acceptable insulation resistance for cables rated for 600 volts with respect to length is the following:

Length of Cable (ft)	Min. Acceptable Insulation Resistance (MΩ)
100	16
200	8
300	5.3
400	4
500	3.2
600	2.7
700	2.3
800	2
900	1.8
1000	1.6
1100	1.5
1200	1.3
1300	1.2
1400	1.14
1500	1.07
1600 or greater	1





**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**ELECTRICAL CONDUCTORS-IN-CONDUIT**

**Leakage Current Test**

**DESCRIPTION.** This item describes a testing method for the Leakage Current Test as called for on the plans. All tests and data recordings must be done in the presence of, and signed by the field inspector. Any deviation from these procedures shall require approval by the Engineer. Contractor shall be responsible for all damages caused by improper Leakage Current Test. Any conductor not meeting zero leakage current shall be replaced at Contractor's expense using new conductor.

**MATERIALS.** A digital current clamp meter ("Meter") is required to perform the test.

**METHOD OF MEASUREMENTS.**

Before starting the measurement:

- Connect the conductors to service. Connect all circuits.
- If circuit includes High-Mast— place High-Mast disconnect in the "off" position.
- If circuit includes Roadway Poles— disconnect breakaway fusible links. Leave EGC grounded. Make safe any exposed ends. Do not allow ends to make contact with anything.
- Lastly, turn on service point.

At the service point—place the Meter, measure, and record whether the leakage current is detected on each conductor on the circuit. Make sure the mating faces of the jaws are protected from damage, kept clean, and closed completely together without an air gap when testing. Avoid twisting the jaws of the Meter.

Minimum acceptable leakage current shall be zero. There is no minimal acceptable leakage current. The presence of leakage current indicates a fault in the wiring. The contractor shall be responsible for location and replacing damaged conductors. A circuit shall not be deemed acceptable until passing the leakage current test.



11-04-2016  
 01-20-2017 Rev. 12-06-2018 Rev.  
 11-16-2017 Rev. 04-11-2019 Rev.  
 09-25-2018 Rev. 01-02-2020 Rev.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### LED ROADWAY ILLUMINATION POLE

**DESCRIPTION.** This work consists of constructing and furnishing all materials to ensure a properly operating roadway lighting system according to these specifications and the plans, or as directed by the Engineer.

**LIGHTING SYSTEM DESIGN CRITERIA.** Roadway lighting system shall meet the illuminance design values, Table 3-5a, in AASHTO *Roadway Lighting Design Guide*, current edition.

**MATERIALS.** (A) **Luminaire.** Luminaire assemblies with accessories shall be supplied in one style or model number from one manufacturer only. Luminaire's driver shall be mounted inside the luminaire housing. The driver shall have voltage/current overload and short circuit protection.

In addition, luminaire(s) shall meet the following requirements:

- Light Source: LED, 6,000 lumens, mounted at 30ft.
- Light Distribution: Type III
- Correlated Color Temperature: 4000K +/- 200K
- Color Rendering Index: No less than 70. Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation.
- Refractor or Lens: UV stabilized optical grade acrylic -or- high-translucent, high-strength heat/shock resistant glass, such as borosilicate.
- Operating Temperature Range: -40°C (-40°F) to +40°C (+104°F)
- BUG Rating: U0, in accordance with Arkansas Shielded Outdoor Lighting Act.
- RoHS: Compliant
- IP Rating: IP66 or better
- Surge Protection: Minimum 10kV/5kA per ANSI C136.2

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### LED ROADWAY ILLUMINATION POLE

- Input Voltage: 120V-277V or 347V-480V
- Power Factor: 90% or higher
- Design Life: 100,000 hours
- Warranty: Minimum 5 years. LED driver and LED arrays shall be included in the warranty.
- Accessories: House-side shield shall be included for residential areas. See plans.
- Receptacle: ANSI C136.41 7-pin twist-lock photocell or shorting cap. See plans.
- Luminaire Housing: Die-cast aluminum with tool-less entry and fully gasketed. All internal components shall be assembled and pre-wired using quick disconnect or modular electrical connections. Internal components shall be replaceable without special tools.
- Paint: Luminaires shall be factory painted to match poles

**(B) Conductors.** Conductors for roadway luminaires shall be solid or stranded copper, UL Listed, XHHW-2, manufactured in accordance with ASTM B3 or B8. Rated voltage for conductors shall be 600V. Temperature rating shall be 90°C for wet or dry locations.

**(C) Luminaire Poles.** Poles and mast arms, if used, shall be hot-dipped galvanized steel. All poles and arms within continuous systems shall be of similar shape, dimension, materials, and color. If top of the pole is exposed, a pole cap shall be provided.

Luminaire poles and hardware, unless superseded by this special provision or the detail sheet(s), shall meet the minimum requirements under the current edition of Standard Specifications for Highway Construction (Standard Specifications), Arkansas Department of Transportation.

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### LED ROADWAY ILLUMINATION POLE

- Section 714. "Traffic Signal Mast Arm and Pole with Foundation" of the Standard Specifications shall apply to all units of steel design as well as hardware and foundation requirements for units of other material.
- Section 724. "Overhead, Bridge Mount, and Cantilever Sign Structure" of the Standard Specifications shall apply to poles and mast arms for units of aluminum design.

In addition, all luminaire poles shall meet the following minimum structural requirements:

- Design Specification: AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 4<sup>th</sup> Edition (2001) with 2003 and 2006 interims.
- Minimum Structural Requirements: As a minimum, the diameter of the lower end of the shaft shall not be less than 8.0 inches with taper to a diameter of at least 3.4 inches at the top, or as shown on the plans. Pole shafts shall be a single-piece. Two-pieces, slip-fitted pole shafts will not be allowed.
- Nut Covers: required for "shoe base" only.
- Hand Hole: Size (Inside Dimension) – 4in with x 6in height.
- Anchor Bolts: Anchor bolts shall be of sufficient size and strength, and meet the requirements of Section 714 of the standard Specifications.
- Construction Specifications: Standard Specifications for Highway Construction (current edition) with applicable Supplemental Specifications and Special Provisions.
- Base Wind Speed: 90 MPH

**CONSTRUCTION. (A) General.** Prior to construction, the Contractor shall provide documentation to the Project Engineer, to ensure Arkansas State Codes (§17-28-101 et seq. and §20-31-101 et seq.) are met. The documentation shall include:

- (1) Electricians' license information and expiration date.

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**LED ROADWAY ILLUMINATION POLE**

(2) The ratio of licensed-electrician-to-apprentice-electricians.

(3) Printed search result of licensed electricians from Arkansas Department of Labor Electrician Licensee Directory (<https://www.ark.org/labor/electrician/search.php>).

All licenses shall be valid and current.

The Contractor shall contact the local utility companies and/or Arkansas One Call to determine the location of underground utilities in areas where new foundations are to be constructed. The Contractor shall maintain the utility location markings until they are no longer necessary.

The Contractor shall be responsible for all incidental damages during construction at no additional cost to the Department.

If existing underground conduit is to be incorporated into a new system, clean it with a mandrel or cylindrical wire brush and clean with compressed air.

Splices are allowed only at pull boxes and pole bases. All splices shall be made by using UL Listed or UL Certified products. All splices shall be watertight.

Degrees of tilt for luminaires shall be zero (0) to comply with BUG rating of U0 and Arkansas Shielded Outdoor Lighting Act.

**(B) Luminaire Poles.** All luminaire poles shall be placed according to pole orientations shown on the plans, or as directed by the Engineer.

Aluminum alloy surfaces contacting concrete foundations and steel surfaces shall be coated with or bedded in an aluminum caulking compound, such as aluminastic or other suitable material approved by the Engineer.

Hand holes shall be on the opposite side of the traveled lanes. Mast arms, if used, shall be included with the poles.

Cost of painting, power coating, or anodization will not be paid for directly, and shall be considered subsidiary to the unit price bid for LED Roadway Illumination Pole. Subsequent to erection, any damaged galvanized coating or paint shall be repaired according to Standard Specification Section 807.88 or Section 638, as appropriate.

**(C) Breakaway Transformer Base.** Where designated in the Unit Item as a "T-Base", a breakaway transformer base shall be furnished and installed as per manufacturer's recommendation. Transformer base shall be permanent mold casting of Aluminum Alloy 359-T6

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### LED ROADWAY ILLUMINATION POLE

or equal as specified by the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Bases shall be a minimum of 16-inches high and square in cross section. The dimensions shall be approximately those dimensions shown on the plans. Any change in dimension, approved by the Engineer, shall not lessen the design load strength of the base.

A detail sheet illustrating the proper installation of the T-Base shall be supplied to the Department.

A written certification shall be supplied to the Department that the T-Base meets the minimum requirements for AAHSTO breakaway specifications.

In lieu of T-Base, breakaway couplings are allowed with the Engineer's approval.

**(D) Pole foundations.** Pole foundations for luminaire poles shall be constructed in firm earth to the minimum size and depth shown on the plans. The location of foundations shall be as shown on the plans, or as directed by the Engineer. Foundations shall be placed monolithically and have 1" chamfer at the top. Concrete shall be constructed according to Standard Specifications, Section 802.

**(E) Luminaire Wind Loading.** Design shall support the maximum luminaire properties for the pole type specified for attachment of the following luminaire(s):

##### LED Cobra Head

- Effective Projected Area (EPA): less than or equal to 1.5 sq. ft.
- Weight: less than or equal to 35lbs.

##### Luminaire Arm (where required)

- All arms shall be single member (no truss)
- Length: variable, see plans

**(F) Wiring.** Two (2) 12 AWG copper with one (1) 12 AWG EGC conductors shall be used for luminaires. Conductors shall run through the shaft to the pole base. Approved watertight breakaway disconnect, dual rated for copper and aluminum connections, shall be used to terminate the wires in the pole base, and from the pole base to the splices in the pull box. The current carrying conductor shall be fused. The EGC shall be neutral/dummy fused. All in-line disconnects shall be located in the pole base.

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### LED ROADWAY ILLUMINATION POLE

Waterproof breakaway disconnect and URD multi-port connectors shall be a mechanical "Homac Flood-seal", "Eaton Bussmann," or approved equivalent.

All conductors for luminaire and wiring requirements for poles with luminaires shall be considered subsidiary to the special provision LED Roadway Illumination Pole.

A detail sheet illustrating the proper installation of the transformer base shall be supplied to the Department.

A written certification shall be supplied to the Department that the transformer base meets the minimum requirements for AASHTO breakaway specifications.

Poles not requiring T-Base, or non-breakaway base shall be designated in the Unit Item as "Shoe Base".

Barrier mounted poles shall be designated in the Unit Item as "Barrier Mounted".

**QUALITY ASSURANCE.** The Contractor shall conduct minimum 14-day final acceptance test for the complete lighting system. Malfunctioning equipment shall be corrected and retested. Otherwise, malfunctioning equipment shall be removed and replaced with new identical equipment. Burned out lamps shall be replaced and retest.

**SUBMITTALS.** The Contractor shall submit all manufacturers' parts list, specification sheets, ordering information, shop drawings, IES file of luminaire, luminaire reports: LM-79, LM-80, and LM-21 (L70), released within the last five years, information on all manufacturers' warranty and guarantee information, and certifications. All submittals shall be legible. The Contractor shall clearly state and/or highlight all requirements mentioned in this Special Provision.

**METHOD OF MEASUREMENT.** Work completed and accepted under this item shall be measured by the unit. One unit shall consist of luminaire; mast arm, where required; illumination pole; pole foundation; conductors; breakaway disconnect; fuses; and all other hardware required for installing the roadway illumination pole.

"Lumen" shall refer to the lumen output of luminaire, "Luminaire" shall refer to the shape of luminaire used (e.g., cobra head, shoebox, or acorn). "Base" refers to T-Base, or Shoe Base

11-04-2016  
01-20-2017 Rev. 12-06-2018 Rev.  
11-16-2017 Rev. 04-11-2019 Rev.  
09-25-2018 Rev. 01-02-2020 Rev.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**LED ROADWAY ILLUMINATION POLE**

meeting the requirements of this Special Provision. Height shall refer to the mounting height of the luminaire including base.

**BASIS OF PAYMENT.** Work completed, accepted, and measured as provided above will be paid for at the contract unit price bid per each for LED Roadway Illumination Pole, which price shall be full compensation for erecting, furnishing, and installing the luminaire, mast arm (where required), pole, T-Base (where required), pole foundation; for connection of electrical components, including waterproof breakaway disconnect; for excavation, backfill, compaction, and removal of surplus material; and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
LED Roadway Illumination Pole (6,000 Lumens, Cobra Head, Shoe Base, 30')	Each

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### SERVICE POINT ASSEMBLY

1. **DESCRIPTION.** This item consists of furnishing and installing a distribution panel, circuit breakers, surge protective device, weatherhead, clamps, conduit, wiring, treated timber pole, ground rod, solar panels, and miscellaneous fittings at locations designated on the plans and in accordance with the latest version of the National Electrical Code.

The Contractor shall perform all necessary liaison with local power companies in order to ascertain such specific requirements as the power company may apply to each location.

2. **MATERIALS** and 3. **CONSTRUCTION REQUIREMENTS.** Locations where utility service is available, overhead service point assemblies shall be provided. The pole shall be a Class VI treated timber and shall be treated in accordance to the Standard Specifications for Highway Construction, "Treated Wood Pole", Section 716. The poles shall have a type of preservative, be of proper size and be installed to the local power company's requirements. Height of the service riser weatherhead shall be 12 feet or greater depending on street crossings or other obstructions.

The required weatherhead, steel conduit, conduit nipples, couplings, clamps and other fittings exposed to the weather shall be hot-dipped galvanized steel. The appurtenances and shall be attached to the pole to facilitate the final galvanized steel conduit connecting weatherhead, service disconnect, distribution cabinet, photocell if required, and tying into underground circuits is considered subsidiary to the unit price bid for Service Point Assembly.

The Contractor shall furnish and install service feeder wire from the distribution cabinet to the main breaker and from the main breaker past the weatherhead. Tie-in and splicing of the service feeder wire to the secondaries supplied by the local utility will be performed by others and shall not be considered a part of this contract. Grounding shall be as shown on the Detail Sheet.

Mounted on the pole shall be NEMA 3R enclosure(s), circuit breaker(s), distribution panel and main breaker of a design and model number according to the local power company and as approved by the Engineer. The circuit breaker(s) shall be magnetic trip only and sized in accordance with the plans. If required, a meter base provided by the utility company shall be installed above the distribution panel. All enclosures and circuit breakers shall be rated for 240 V.A.C. or greater, unless otherwise designated on the plan sheets.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**SERVICE POINT ASSEMBLY**

A Service Point Assembly, with two or more circuits, shall consist of a main breaker in a weatherproof cabinet and separate distribution panel with breaker(s), lightning arrester, and other auxiliary equipment, in a weatherproof cabinet of the size and type specified in the plans.

Where plans specify a circuit as "Photo" (Photo Controlled), a 2-pole contactor with photocell, wiring and manual switching shall also be provided as outlined on the detailed sheet.

The actual location of the service pole will be determined in the field and approved of by the Engineer prior to installation. The contractor will be required to clear limbs that extend into a path ten feet either side of the aerial drop between the existing service pole and the new service pole.

Surge Protective Device (SPD) shall be installed on the load side.

A single (1) circuit Service Point Assembly shall not require auxiliary distribution panel or breaker. Only the main breaker and surge suppressor is required for single circuit designated units, with no separate enclosure for a distribution panel.

4. **METHOD OF MEASUREMENT.** Completed and accepted Service Point Assembly will be measured by the unit.
5. **BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Service Point Assembly for the number of circuits specified, which price shall be full compensation for furnishing and installing a treated wood pole, enclosure(s), circuit breaker(s), main breaker, distribution panel, steel conduit, conduit fittings, wiring and ground rod; for testing the service point assembly; and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Service Point Assembly (2 Circuits)	Each

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)**

**Section 719 Thermoplastic Pavement Marking** of the Standard Specifications, Edition of 2014, is hereby amended as follows:

**Subsection 719.05 Basis of Payment** is hereby expanded to include the item Thermoplastic Pavement Marking (Yield Line).

Payment for this item will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Thermoplastic Pavement Marking (Yield Line)	Lin. Ft.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### JOB 100878

#### STAINING CONCRETE SURFACES

**Description.** This item shall consist of furnishing and applying a concrete penetrating stain to concrete surfaces in accordance with these specifications and in conformity with the locations, dimensions and lines shown on the plans.

**General.** The Contractor shall use a concrete penetrating stain on the roundabout central island and the approach islands. The color of the concrete stain from Federal Color Standard 595 B shall be equal or close to Shade 38913 (Red).

Prior to construction the Contractor shall submit a work plan to the Engineer for approval showing materials, construction methods and other features affecting the staining work. The work performed shall be according to the approved work plan. The Contractor shall also submit the resume showing qualifications and experience of the installer in similar work, for approval of the Engineer.

**Materials.** The concrete penetrating stain shall be a single component, waterbased, thermoplastic acrylic resin emulsion which carries its color and water repellent protection into the concrete. All concrete stain of a given color shall be of the same batch and lot and shall be delivered to the application site in original sealed containers clearly labelled with the manufacturer's name, brand name, type of material, batch and lot numbers and color. The storage, use, and disposal of concrete penetrating stain shall comply with all applicable state and federal laws regulating the use of volatile organic compounds and solvents.

**Construction Details.** Surfaces to receive the concrete penetrating stain shall be fully cured (a minimum of 6 hours), clean, dry and free from dust, curing agents, oil, grease, efflorescence and any other contaminants that could prevent proper adhesion. If directed by the Engineer, the surfaces to be stained shall be pressure washed until all surface contamination has been completely removed.

Prior to any staining operations, the Contractor shall complete a test staining program for color acceptance and adequate surface area coverage. Approval for each color specified above will be based on a sample panel for that color, approximately 2 feet by 2 feet, or 1 feet by 4 feet, constructed at a location on site as approved by the Engineer. The Contractor shall apply the stain according to the manufacturer's recommendations. Each stain test sample must be submitted to and approved by the Engineer and the National Park Service prior to ordering the complete stain batch. Upon approval, the sample areas shall serve as the standard of acceptance for all further work.

Accompanying the samples shall be the manufacturer's literature which shall include materials specifications, physical properties, including ASTM or AASHTO test methods used, manufacturer's recommended application rates for the various surface textures and porosity, current application instructions, and Material Safety Data Sheets. The Contractor must comply with all safety instructions during all applications.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB 100878**

**STAINING CONCRETE SURFACES**

Prior to use, the stain shall be thoroughly mixed using appropriate mechanical means and shall be mixed during application operations as required to maintain uniformity.

At time of stain application, both the concrete and ambient air temperatures must be between 45 degrees F and 90 degrees F and the concrete shall be completely dry. Stain shall not be applied unless weather conditions will permit drying of material for at least 6 hours prior to presence of fog, dew, frost, or temperatures falling outside the prescribed limits. Stain shall not be applied if rain is expected within 24 hours of application. Areas not to receive stain shall be masked.

The concrete penetrating stain shall be applied by a combination of hand wiping, spraying, sponging, brush painting, ragging or other methods approved by the Engineer.

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

**Basis of Payment.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for "Staining Concrete Surfaces", which price shall be full compensation for furnishing materials; required samples; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Staining Concrete Surfaces	Square Foot

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

**SHORING FOR CULVERTS**

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB 100878**

**WELLHEAD PROTECTION**

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

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

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

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

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

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

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

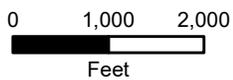
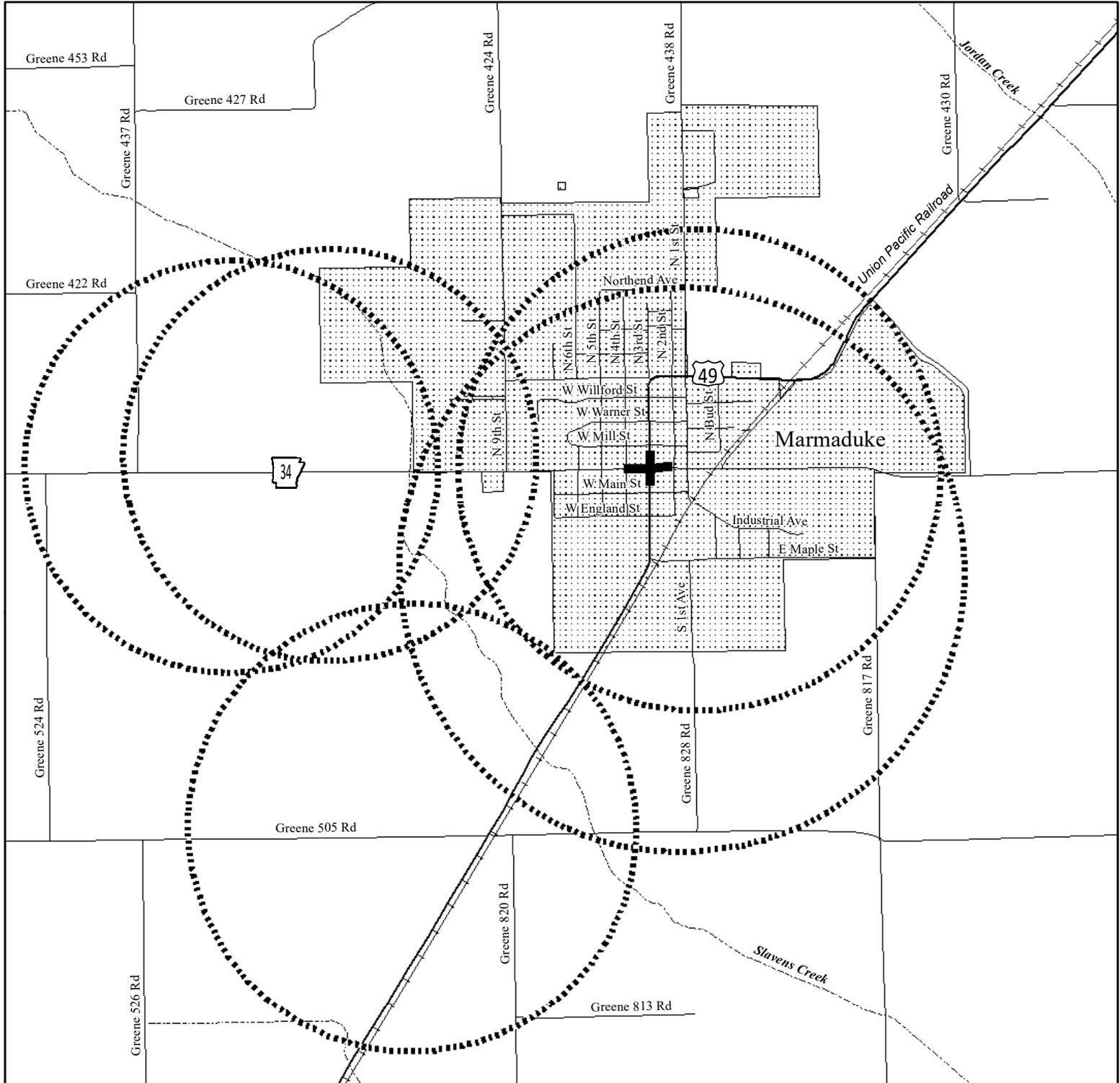
**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:** The work involved in complying with this Special Provision will not be measured or paid for separately, but will be considered included in the contract unit prices bid for other items of the contract.

# ARKANSAS DEPARTMENT OF TRANSPORTATION

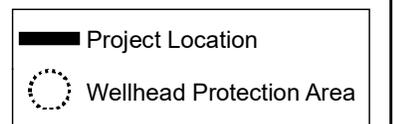
## SPECIAL PROVISION

JOB NO. 100878

### WELLHEAD PROTECTION



ARDOT - Environmental GIS - Hopkins  
February 4, 2019



## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

JOB NO. 100878

#### 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 \$2500.

**(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 \$2500 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. 100878**

**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:

$$\begin{aligned} & \text{(A)} \\ & + [(C) \times (\text{daily road user cost of } \$2500)] \\ & = \text{Bid amount for award consideration.} \end{aligned}$$

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. 100878

#### 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.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### JOB NO. 100878

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

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

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

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

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

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

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### JOB NO. 100878

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 100878**

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

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

**6. Early Completion of Specified Site Use Work.** The Contractor will be paid \$2500 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 20 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 \$2500 being assessed for every calendar day in excess of the stated number, up to the time in which the Specified Site Use Work is substantially complete.

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB 100878**

**DELAY IN RIGHT OF WAY OCCUPANCY**

Right of occupancy and use of the right of way for the following areas will be delayed until December 11, 2020, to allow for the completion of acquisition activities.

<u>Tract</u>	<u>Approximate Station Locations</u>
1 - 3, 8, 9	101+22 Rt. to 201+33 Lt.
6, 7, 12	201+41 Rt. to 107+85 Rt.
4, 10	101+23 Lt. to 205+70 Lt.
5, 11	207+70 Rt. to 107+84 Lt.

The Contractor is forewarned that they will in no event be allowed to perform work in the area(s) mentioned above until right of occupancy and use has, in fact, been extended to them.

In case there is a delay in extending the Contractor the right of occupancy and use beyond the anticipated dates as set forth above, and should such delay necessarily cause a delay in the Contractor's prosecution of the work, an equitable extension of contract time will be granted to the Contractor. No claim for extra compensation will be allowed, however, because of such delay.

## ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

### SPECIAL PROVISION

#### JOB 100878

#### UTILITY ADJUSTMENTS

Utility facilities at the approximate locations noted in Appendix A will be removed, relocated and/or adjusted in accordance with separate agreements between the Department and the respective utility owners.

In accordance with Subsection 105.07, Cooperation with Utilities, of the Standard Specifications, Edition of 2014, the Contractor is forewarned that such work may be underway concurrently with the work under this contract.

1. Owner – AT&T Arkansas  
*Contact Ron Anderson, 479-442-3319, 1133 E. Harold Street, Fayetteville, AR 72703.*

AT&T Arkansas has advised that no adjustments to their facilities are required.

2. Owner – Black Hills Energy  
*Contact James Koch, 479-601-8188, P.O. Box 1400, Fayetteville, AR 72703.*

It is anticipated that Black Hills Energy will be issued a work order by September 15, 2020 with an estimated completion date of November 16, 2020.

3. Owner – CenturyLink Communications  
*Contact Tracey Warden, 501-241-6346, 2612 West Main St., Jacksonville, AR 72076.*

It is anticipated that CenturyLink Communications will be issued a work order by September 15, 2020 with an estimated completion date of November 16, 2020.

4. Owner – City of Marmaduke  
*Contact Jeremy Horton, 870-597-2453, 104 N 1<sup>st</sup> St., Marmaduke, AR 72443.*

It is anticipated that City of Marmaduke will be issued a work order by October 9, 2020 with an estimated completion date of April 7, 2021.

5. Owner – Entergy Distribution

*Contact Tammy Carter, 501-379-6861, 900S. Louisiana St., Little Rock, AR 72201.*

Entergy Distribution has been issued a work order with an estimated completion date of October 30, 2020.

6. Owner – NewWave Communications

*Contact Brian Martin, 573-380-6418, 1 Montgomery Plaza, Sikeston, MO 63801.*

It is anticipated that NewWave Communications will be issued a work order by September 15, 2021 with an estimated completion date of January 13, 2021.

The utility status were based on information received from the utility companies, and ARDOT right of way being acquired by September 15, 2020, and the most current information available at this time; therefore, the dates are subject to change.

In case there is a delay beyond the information as set forth above, and should such delay necessarily cause a delay in the Contractor's prosecution of the work, an equitable extension of contract time will be granted to the Contractor. No claim for extra compensation will be allowed, however, because of such delay.

An approved Highway-Utility Agreement, a letter of commitment, or other appropriate document evidencing satisfactory arrangements for the orderly removal, relocation, and/or adjustment of separately owned utility facilities located within the limits and interfering with the construction under this contract is on file with the Arkansas Department of Transportation.

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

**Approximate Utility Locations**

<b>Utility Owner</b>	<b>Facility Type</b>	<b>Location</b>	<b>Station Number</b>	<b>Est. Comp. Date</b>
<b>AT&amp;T Arkansas</b>	Buried Cable	Various	Throughout	No Adjustment
<b>Black Hills Energy</b>	Gas Facilities	Various	Throughout	11/16/2020
<b>CenturyLink Communications</b>	Buried and Aerial Communications	Various	Throughout	11/16/2020
<b>City of Marmaduke</b>	Water and Sewer Facilities	Various	Throughout	4/7/2021
<b>Entergy Distribution</b>	Aerial Power	Various	Throughout	10/30/2020
<b>NewWave Communications</b>	Aerial Communications	Various	Throughout	1/13/2021

**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****UNCLASSIFIED EXCAVATION**

**Section 200** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations**:

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**AGGREGATE BASE COURSE**

**Section 303** of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**QUALITY CONTROL AND ACCEPTANCE**

**Division 300** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**TACK COATS**

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

**Section 401, Prime and Tack Coats and Emulsified Asphalt in Base Course**, is hereby modified as follows:

The first sentence of **Subsection 401.03(a)** is hereby deleted and the following substituted therefore:

The surface to be treated with prime or tack coat shall be cleaned of dust, dirt, and loose or foreign material by sweeping with mechanical brooms immediately preceding the application of the prime or tack coat.

Third sentence of **Subsection 401.03(c)** is hereby deleted and the following is substituted therefore:

No dilution beyond that which is part of the emulsification process is permitted. The tack coat shall not be diluted, cut, or otherwise thinned after receipt from the manufacturer's facility.

The fifth sentence of **Subsection 401.03(c)** is hereby deleted and the following substituted therefore:

The rate of application shall be from 0.03 gallon to 0.10 gallon per square yard (0.1 L/sq m to 0.5 L/sq m) of residual asphalt as designated by the Engineer.

**Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses**, is hereby modified as follows:

The sixth paragraph of **Subsection 410.05** is hereby deleted and the following substituted therefore:

For foreign material, or when the time lapse between courses is more than 8 hours, the earlier course shall be cleaned and given a tack coat before placing the succeeding course. When directed, the tack coat shall be applied and paid for under Section 401. If directed by the Engineer, a tack coat shall be used even though the elapsed time has been less than 8 hours.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES**

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

**Section 404, QUALITY CONTROL OF ASPHALT MIXTURES**, is hereby modified as follows:

The third paragraph **Subsection 404.04** is hereby deleted and the following substituted therefore:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. The asphalt mixture shall be verified by testing mix that has been produced through the plant using the aggregate proportions shown on the accepted mix design. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.

**Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses** is hereby modified as follows:

The first and second sentence of **Subsection 410.09, Acceptance of the Payment and Adjustments in Payment**, is hereby deleted and the following is substituted therefore:

- (a) General. The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process.

**Section 411, Asphalt Concrete Plant Mix** is hereby modified as follows:

The third sentence of Subsection 411.05 (B), Acceptance is hereby amended and the following is substituted therefore:

- (b) Acceptance. The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PERCENT AIR VOIDS FOR ACHM MIX DESIGNS**

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

The fourth sentence of Paragraph 1 of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

The optimum asphalt content is the asphalt binder content at 4% Air Voids (AV).

The first bullet of Paragraph 1 is hereby deleted and the following substituted therefor:

- PG 64-22 and PG 70-22 mixes will be designed using 4% air voids;

The second sentence of Paragraph 2 of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted and the following substituted therefor:

Adjustments to the accepted mix design to conform to actual production values without re-design of the mixture shall be based on production of the mixture at a target value of 4.0% Air Voids (AV) in specimens and an asphalt binder content not less than that specified in the accepted mix design.

Table 405-1 of **Subsection 405.03 Materials** is hereby deleted and the following substituted therefor:

<b>Table 405-1</b>		
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:

<b>Table 406-1</b>		
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:

<b>Table 407-1</b>		
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**

**PORTLAND CEMENT CONCRETE DRIVEWAY**

**Division 500, RIGID PAVEMENT**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY**, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

## SUPPLEMENTAL SPECIFICATION

## INCIDENTAL CONSTRUCTION

**Sections 609, 611, 617, and 618** of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

**Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes**, is hereby deleted and the following is substituted therefor:

- (c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

**Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers**, is hereby deleted and the following is substituted therefor:

- (2) **Corrugated Polyethylene Tubing.** The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm<sup>2</sup>) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts**, is hereby deleted and the following is substituted therefor:

- (2) **Steel Posts.** The steel shall comply with ASTM A709, Grade 36 (250).

**Subsection 617.02(b)(3), Materials for Terminal Anchor Posts**, is hereby deleted and the following is substituted therefor:

- (3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15" (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable**, is hereby deleted and the following is substituted therefor:

- The steel shall comply with ASTM A709, Grade 36 (250).

**Subsection 618.02(d), Materials for Bolts, Nuts, and Washers**, is hereby deleted and the following is substituted therefor:

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****INCIDENTAL CONSTRUCTION**

**(d) Bolts, Nuts, and Washers.** Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****LANE CLOSURE NOTIFICATION**

**Division 600** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 603, Maintenance of Traffic and Temporary Structures**, is hereby modified as follows:

The first sentence of the third paragraph **Subsection 603.02 (d)** is hereby deleted and the following substituted therefor:

The Contractor shall provide the Engineer with a minimum of five full business days advance, written notification of any nonemergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**RETROREFLECTIVE SHEETING FOR**  
**TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES**

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

## SUPPLEMENTAL SPECIFICATION

## TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/).

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PIPE CULVERTS FOR SIDE DRAINS**

**Section 606** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The second paragraph of **Subsection 606.01** is hereby deleted and the following substituted therefore:

For side drains, when the type is not specified on the plans, the Contractor may furnish any of the types listed in Subsection 606.02 provided that only one type and material shall be used for all side drains of like cross-sectional shape on the project. In addition, when circular pipe is specified for a side drain the Contractor may, at no additional cost to the Department, substitute an arch pipe providing the equivalent waterway.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**Mulch Cover**

**Section 620** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

**(d) Mulch cover.** Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding:**

**(4) Mulch Cover.** If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

**(d) Mulch Cover.** If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION**

**Mulch Cover**

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

**(e) Mulch Anchoring.** If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**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

<b>Parameters</b>	<b>Reported as (units of measure)</b>	<b>Test Method</b>	<b>Required Value</b>
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 1/8<sup>th</sup> to 3/8<sup>th</sup> 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**:

<b>Pay Item</b>	<b>Pay Unit</b>
Filter Sock (____")	Linear Foot (Meter)

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE ISLAND**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 632, CONCRETE ISLAND**, is hereby modified as follows:

The last sentence of the fifth paragraph of **Subsection 632.03 Construction Requirements** is hereby deleted and the following substituted therefor:

The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Prefomed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 633, Concrete Walks, Concrete Steps, and Hand Railing**, is hereby modified as follows:

**Subsection 633.02(E) Expansion Joints** is hereby deleted and the following substituted therefor:

A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.

Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CURBING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 634, Curbing**, is hereby modified as follows:

The last paragraph of **Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS  
STATE HIGHWAY COMMISSION**



**STANDARD SPECIFICATIONS  
FOR  
HIGHWAY CONSTRUCTION**

*EDITION OF 2014*

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***PROPOSAL DOCUMENTS  
AND  
SCHEDULE OF ITEMS***

**ARKANSAS STATE HIGHWAY COMMISSION  
PROPOSAL DOCUMENTS**

**PROPOSAL FOR CONSTRUCTING:**

THE PURPOSE OF THIS PROJECT IS TO IMPROVE THE INTERSECTION AT HIGHWAY 49 AND HIGHWAY 34 IN GREENE COUNTY. THIS PROJECT CONSISTS OF CLEARING AND GRUBBING, REMOVAL AND DISPOSAL ITEMS, EARTHWORK, AGGREGATE BASE COURSE, ACHM BASE, BINDER, AND SURFACE COURSES, COLD MILLING ASPHALT PAVEMENT, ACHM PATCHING OF EXISTING ROADWAY, MAINTENANCE OF TRAFFIC, MINOR DRAINAGE STRUCTURES, EROSION CONTROL ITEMS, ROADWAY ILLUMINATION ITEMS, PAVEMENT MARKING, AND MISC. ITEMS.

State Highway 34 & 49, Section 2 & 4, in **GREENE** 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 **100878**                      **FEDERAL AID PROJECT STPR-0028(46)**

Job Name: **HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)**

said project being approximately **0.126 mile 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.: 100878

Date Estimated: 1/16/2020

Job Name: HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)

Date Revised:

Federal Aid Project: STPR-0028(46)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
<b>Section 01 - PROPOSAL ITEMS</b>				
0001	201 - CLEARING	2.000 STA		
0002	201 - GRUBBING	2.000 STA		
0003	202 - REMOVAL AND DISPOSAL OF CURB	226.000 LF		
0004	202 - REMOVAL AND DISPOSAL OF CURB AND GUTTER	1,027.000 LF		
0005	202 - REMOVAL AND DISPOSAL OF FENCE	250.000 LF		
0006	202 - REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	2,050.000 SQYD		
0007	202 - REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	3,300.000 SQYD		
0008	202 - REMOVAL AND DISPOSAL OF WALKS	5,200.000 SQYD		
0009	202 - REMOVAL AND DISPOSAL OF DROP INLETS	4.000 EACH		
0010	202 - REMOVAL AND DISPOSAL OF PIPE CULVERTS	14.000 EACH		
0011	202 - REMOVAL AND DISPOSAL OF BUILDINGS	1.000 EACH		
0012	SS&210 - UNCLASSIFIED EXCAVATION	844.000 CUYD		
0013	210 - COMPACTED EMBANKMENT	964.000 CUYD		
0014	SP&210 - SOIL STABILIZATION	100.000 TON		
0015	SS&303 - AGGREGATE BASE COURSE (CLASS 7)	225.000 TON		
0016	309 - PORTLAND CEMENT CONCRETE BASE (5" UNIFORM THICKNESS)	337.000 SQYD		
0017	309 - PORTLAND CEMENT CONCRETE BASE (8" UNIFORM THICKNESS)	861.000 SQYD		
0018	SS&401 - TACK COAT	1,286.000 GAL		
0019	SPSS405 - MINERAL AGGREGATE IN ACHM BASE COURSE (1 1/2")	388.000 TON		
0020	SPSS405 - ASPHALT BINDER (PG 64-22) IN ACHM BASE COURSE (1 1/2") (MINIMUM BID \$120.00)	16.000 TON		
0021	SPSS406 - MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	192.000 TON		
0022	SPSS406 - ASPHALT BINDER (PG 64-22) IN ACHM BINDER COURSE (1") (MINIMUM BID \$120.00)	8.000 TON		

Arkansas Department of Transportation  
Schedule of Items

State Job No.: 100878

Date Estimated: 1/16/2020

Job Name: HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)

Date Revised:

Federal Aid Project: STPR-0028(46)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0023	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	1,292.000 TON		
0024	SPSS407 - ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	71.000 TON		
0025	412 - COLD MILLING ASPHALT PAVEMENT	1,899.000 SQYD		
0026	SPSS414 - ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	25.000 TON		
0027	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	25.000 TON		
0028	501 - PORTLAND CEMENT CONCRETE PAVEMENT (8" UNIFORM THICKNESS)	314.000 SQYD		
0029	SS&505 - PORTLAND CEMENT CONCRETE DRIVEWAY	1,075.870 SQYD		
0030	SP&602 - FURNISHING FIELD OFFICE	1.000 EACH		
0031	SS&603 - MAINTENANCE OF TRAFFIC	1.000 L.S.		
0032	SPSS604 - SIGNS	374.000 SQFT		
0033	SPSS604 - TRAFFIC CONE	61.000 EACH		
0034	604 - CONSTRUCTION PAVEMENT MARKINGS	9,344.000 LF		
0035	604 - REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	4,982.000 LF		
0036	SPSS604 - VERTICAL PANELS	48.000 EACH		
0037	606 - 18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	44.000 LF		
0038	606 - 18" REINFORCED CONCRETE PIPE CULVERTS (CLASS V)	72.000 LF		
0039	606 - 22" X 14" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS V)	34.000 LF		
0040	SS&606 - 12" SIDE DRAIN	600.000 LF		
0041	606 - 18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	3.000 EACH		
0042	606 - SELECTED PIPE BEDDING	110.000 CUYD		
0043	SS&609 - DROP INLETS (TYPE MO)	12.000 EACH		
0044	SS&609 - JUNCTION BOXES (TYPE E)	3.000 EACH		
0045	SS&609 - DROP INLET EXTENSIONS (4')	7.000 EACH		
0046	SS&609 - DROP INLET EXTENSIONS (8')	1.000 EACH		
0047	SS&609 - YARD DRAINS	6.000 EACH		

Arkansas Department of Transportation  
Schedule of Items

State Job No.: 100878

Date Estimated: 1/16/2020

Job Name: HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)

Date Revised:

Federal Aid Project: STPR-0028(46)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0048	SS&611 - 4" PIPE UNDERDRAINS	500.000 LF		
0049	615 - PAVEMENT REPAIR OVER CULVERTS (CONCRETE)	43.100 CUYD		
0050	620 - LIME	1.000 TON		
0051	620 - SEEDING	0.130 ACRE		
0052	SS&620 - MULCH COVER	1.380 ACRE		
0053	620 - WATER	47.000 MGAL		
0054	621 - TEMPORARY SEEDING	1.250 ACRE		
0055	621 - SILT FENCE	323.000 LF		
0056	621 - SEDIMENT REMOVAL AND DISPOSAL	16.000 CUYD		
0057	SS&621 - FILTER SOCK (12")	130.000 LF		
0058	623 - SECOND SEEDING APPLICATION	0.130 ACRE		
0059	624 - SOLID SODDING	659.000 SQYD		
0060	SS&632 - CONCRETE ISLAND	670.000 SQYD		
0061	SS&633 - CONCRETE WALKS	827.000 SQYD		
0062	SS&634 - CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	2,551.000 LF		
0063	635 - ROADWAY CONSTRUCTION CONTROL	1.000 L.S.		
0064	641 - WHEELCHAIR RAMPS (TYPE 3)	69.000 SQYD		
0065	SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/8 A.W.G., E.G.C.)	1,187.000 LF		
0066	SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/12 A.W.G., E.G.C.)	573.000 LF		
0067	710 - NON-METALLIC CONDUIT (2")	1,228.000 LF		
0068	711 - CONCRETE PULL BOX (TYPE 2 HD)	15.000 EACH		
0069	SP - LED ROADWAY ILLUMINATION POLE (6,000 LUMENS, COBRA HEAD, SHOE BASE, 30')	12.000 EACH		
0070	SP - SERVICE POINT ASSEMBLY (2 CIRCUITS)	1.000 EACH		
0071	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6")	1,333.000 LF		
0072	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (8")	37.000 LF		
0073	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (12")	320.000 LF		
0074	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	2,311.000 LF		

Arkansas Department of Transportation  
Schedule of Items

State Job No.: 100878

Date Estimated: 1/16/2020

Job Name: HWY. 49/HWY. 34 INTERS. IMPVTS. (MARMADUKE) (S)

Date Revised:

Federal Aid Project: STPR-0028(46)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0075	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (8")	362.000 LF	_____	_____
0076	SP&719 - THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)	52.000 LF	_____	_____
0077	721 - RAISED PAVEMENT MARKERS (TYPE II)	21.000 EACH	_____	_____
0078	SP - STAINING CONCRETE SURFACES	4,013.000 SQFT	_____	_____
Section 01 Total:				_____

Section 02 - 18" PIPE CULVERTS ALTERNATE - BID ONE ITEM ONLY

0079	606 - 18" REINFORCED CONCRETE PIPE	828.000 LF	_____	_____
AO - 1	CULVERTS (CLASS III)			
0080	606 - 18" SMOOTH LINED POLYMER	828.000 LF	_____	_____
AO - 2	PRECOATED METALLIC COATED CORRUGATED STEEL PIPE			
Section 02 Total:				_____

Section 03 - 5' CHAIN LINK FENCE ALTERNATE - BID ONE ITEM ONLY

0081	619 - 5' STEEL CHAIN LINK FENCE	77.000 LF	_____	_____
BO - 1				
0082	619 - 5' ALUMINUM CHAIN LINK FENCE	77.000 LF	_____	_____
BO - 2				
Section 03 Total:				_____

Subtotal: \_\_\_\_\_

0083	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	_____	_____
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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 \$2,500/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 100878**

**FAILURE TO COMPLY WITH ONE OF THE FOLLOWING SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION**

- (1) SUBMITTAL OF REQUIRED DBE PARTICIPATION INFORMATION,**
- (2) SUBMITTAL OF DOCUMENTATION OF GOOD FAITH EFFORTS, OR**
- (3) SUBMITTAL OF THE CERTIFICATION TO SUBMIT DBE PARTICIPATION**

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**JOB 100878**

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 8.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
			\$

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - \$ \_\_\_\_\_ or \_\_\_\_\_ % of bid.

\_\_\_\_\_  
 (Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

DBE Firm:

DBE Owner or Authorized Representative's Signature:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_