ARKANSAS
STATE HIGHWAY
COMMISSION

PROPOSAL DOCUMENTS OF

FOR THE CONSTRUCTION OF

STATE JOB NO. 100837

FEDERAL AID PROJECT NHPP-9227(69)

I-555/HWY. 49 INTCHNG. IMPVTS. (RED WOLF BLVD.) (JONESBORO) (S)

STATE HIGHWAY I-555 & 49 SECTION 3 & 3

IN CRAIGHEAD 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.
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?
ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department’s programs and activities, as well as the Department’s hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department’s nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
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.
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:**


- 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);


- 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. 1681 et seq).
Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number 100837

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

ERRATA
ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

FHWA-1273
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273
SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS

FHWA-1273
SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

FHWA-1273
SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES

FHWA-1273
SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

FHWA-1273
SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

FHWA-1273
SUPPLEMENT - WAGE RATE DETERMINATION

JOB SP
CARGO PREFERENCE ACT REQUIREMENTS

JOB SP
GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

JOB SP
DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES

JOB SP
BIDDING REQUIREMENTS AND CONDITIONS

JOB SP
MANDATORY ELECTRONIC CONTRACT

JOB SP
MANDATORY ELECTRONIC DOCUMENT SUBMITTAL

JOB SP
ASSESSMENT OF WORKING DAYS - MAINTENANCE OF TRAFFIC

JOB SP
FLEXIBLE BEGINNING OF WORK - CALENDAR DAY CONTRACT

JOB SP
SOIL STABILIZATION

JOB SP
RESTRICTIONS ON THE USE OF RECYCLED ASPHALT PAVEMENT MATERIAL

JOB SP
LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

JOB SP
SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

JOB SP
PRICE ADJUSTMENT FOR ASPHALT BINDER

JOB SP
BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT

JOB SP
WARM MIX ASPHALT

JOB SP
MAINTENANCE OF TRAFFIC

JOB SP
TRIANGULAR SILT DIKE

JOB SP
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

JOB SP
CULVERT CLEAN OUT

JOB SP
EXTENSION FOR PIPE CULVERTS

JOB SP
ACTUATED CONTROLLER

JOB SP
CABINET DRAWER ASSEMBLY

JOB SP
EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

JOB SP
SYSTEM LOCAL CONTROLLER

JOB SP
RETROREFLECTIVE BACKPLATES

JOB SP
ELECTRICAL CONDUCTORS FOR LUMINAIRES

JOB SP
ELECTRICAL CONDUCTORS-IN-CONDUIT

JOB SP
LED LUMINAIRE ASSEMBLY (BUG U0 TYPE)
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.

| JOB SP | LED TRAFFIC SIGNAL HEAD |
| JOB SP | REMOVAL OF TRAFFIC SIGNAL EQUIPMENT |
| JOB SP | SERVICE POINT ASSEMBLY (TRAFFIC CONTROL DEVICES) |
| JOB SP | ENHANCED THERMOPLASTIC PAVEMENT MARKING |
| JOB SP | IP VIDEO DETECTION SYSTEM |
| JOB SP | SHORING FOR CULVERTS |
| JOB SP | WELLHEAD PROTECTION |
| JOB SP | COORDINATION OF WORK |
| JOB SP | SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT |
| JOB SP | PARTNERING REQUIREMENTS |
| JOB SP | STORM WATER POLLUTION PREVENTION PLAN |
| JOB SP | DELAY IN RIGHT OF WAY OCCUPANCY |
| JOB SP | VALUE ENGINEERING |
| JOB SP | UTILITY ADJUSTMENTS |
| SP 108-1 | LIQUIDATED DAMAGES |
| SS 100-3 | CONTRACTOR'S LICENSE |
| SS 100-4 | DEPARTMENT NAME CHANGE |
| SS 102-2 | ISSUANCE OF PROPOSALS |
| SS 108-2 | WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER |
| SS 110-1 | PROTECTION OF WATER QUALITY AND WETLANDS |
| SS 210-1 | UNCLASSIFIED EXCAVATION |
| SS 303-1 | AGGREGATE BASE COURSE |
| SS 306-1 | QUALITY CONTROL AND ACCEPTANCE |
| SS 400-1 | TACK COATS |
| SS 400-4 | DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES |
| SS 400-5 | PERCENT AIR VOIDS FOR ACHM MIX DESIGNS |
| SS 400-6 | LIQUID ANTI-STRIP ADDITIVE |
| SS 404-3 | DESIGN OF ASPHALT MIXTURES |
| SS 410-1 | CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES |
| SS 410-2 | DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS |
| SS 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 617-1 | GUARDRAIL TERMINAL (TYPE 2) |
| SS 620-1 | MULCH COVER |
Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number 100837

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.

SS 621-1    FILTER SOCKS
SS 632-1    CONCRETE ISLAND
SS 700-2    TRAFFIC CONTROL FACILITIES
SS 800-1    STRUCTURES
SS 802-3    CONCRETE FOR STRUCTURES
SS 804-2    REINFORCING STEEL FOR STRUCTURES
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 AWPA, Standards U1, Commodity Specification E, Use Category UC4C.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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 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 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 laborors 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 laboror or mechanic the amount of any costs reasonably anticipated in providing a bona fide fringe benefit 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, 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 laboror 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 laboror 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 laborors 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)(ii) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laboror 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 laboror 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 an 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.
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).


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 thereof 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 contacting 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 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 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 contractor).  "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, declared 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.epis.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.epsl.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 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.
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.
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 affirmative action 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.

   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.
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.

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.


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.


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.
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**

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<thead>
<tr>
<th>COUNTY</th>
<th>MINORITY GOAL (%)</th>
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<tbody>
<tr>
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<tr>
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<td>Sebastian</td>
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<td>St. Francis</td>
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<td>Van Buren</td>
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<td>Washington</td>
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<td>Woodruff</td>
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</tr>
<tr>
<td>Yell</td>
<td>16.4%</td>
</tr>
</tbody>
</table>

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.
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;
   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 utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees. 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. 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. The goal 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. 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.

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. 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.

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.

5. 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

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

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<tbody>
<tr>
<td>5. “Employee Rights Under the Davis-Bacon Act” (WH 1321)</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
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<tr>
<td>6. “Employee Rights Under the Davis-Bacon Act” (WH 1321 SPA)</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>7. Minimum Wage Rate (WH 1088)</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>8. “NOTICE” Federal Aid Projects (PR-1022)</td>
<td>U. S. Department of Transportation (FHWA)</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>9. Job Safety and Health Protection OSHA 3165</td>
<td>U. S. Department of Labor (OSHA)</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>10. Job Safety and Health Protection OSHA 3167</td>
<td>U. S. Department of Labor (OSHA)</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>11. Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees</td>
<td>U. S. Department of Labor (OSHA)</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>12. WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees</td>
<td>State of Arkansas</td>
<td>Insurance Carrier</td>
</tr>
<tr>
<td>Self-Insurer</td>
<td>State of Arkansas</td>
<td>Administrator - Self-Insured Group</td>
</tr>
</tbody>
</table>
### ARKANSAS DEPARTMENT OF TRANSPORTATION
### SUPPLEMENTAL SPECIFICATION
### POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

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<th>WHERE TO OBTAIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).&lt;br&gt;The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.</td>
<td>U. S. Department of Labor (OSHA)&lt;br&gt;Public Law 91-596</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>14. Family and Medical Leave Act of 1993 (WH-1420)&lt;br&gt;Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>15. Employee Polygraph Protection Act (WH-1462)</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>16. Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)</td>
<td>U. S. Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>17. Arkansas Department of Labor Notice to Employer &amp; Employee</td>
<td>Arkansas Department of Labor</td>
<td>ARDOT Resident Engineer</td>
</tr>
<tr>
<td>18. Pay Transparency Nondiscrimination Provision</td>
<td>U. S. Department of Labor (OFCCP)</td>
<td>ARDOT Resident Engineer</td>
</tr>
</tbody>
</table>
General Decision Number: AR20200160 05/01/2020

Superseded General Decision Number: AR20190160

State: Arkansas

Construction Type: Highway

County: Craighead County in Arkansas.

HIGHPWAY 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 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.

<table>
<thead>
<tr>
<th>Modification Number</th>
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<td>05/01/2020</td>
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* SUAR2014-032 07/21/2014

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<tr>
<th>Rates</th>
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<tr>
<td>CARPENTER, Includes Form Work....$ 20.23</td>
<td>0.00</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$ 15.32</td>
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<tr>
<td>HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....$ 13.74</td>
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<tr>
<td>HIGHWAY/PARKING LOT STRIPING: Painter.........................$ 21.75</td>
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<tr>
<td>IRONWORKER, REINFORCING.........$ 14.22</td>
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<tr>
<td>IRONWORKER, STRUCTURAL.........$ 22.00</td>
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<tr>
<td>LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.........................$ 14.68</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Common or General......$ 12.99</td>
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<tr>
<td>LABORER: Mason Tender -</td>
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<tr>
<td>Job Title</td>
<td>Rate</td>
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<tr>
<td>-----------------------------------------------</td>
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<tr>
<td>Cement/Concrete</td>
<td>$12.38</td>
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<tr>
<td>LABORER: Pipelayer</td>
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<td>OPERATOR: Asphalt Spreader</td>
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<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
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<tr>
<td>OPERATOR: Bobcat/Skid Steer/Skid Loader</td>
<td>$16.06</td>
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<tr>
<td>OPERATOR: Broom/Sweeper</td>
<td>$12.00</td>
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<td>OPERATOR: Bulldozer</td>
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<td>OPERATOR: Crane</td>
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<td>OPERATOR: Drill</td>
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<td>OPERATOR: Grader/Blade</td>
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<td>OPERATOR: Hydroseeder</td>
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<td>OPERATOR: Loader</td>
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<td>OPERATOR: Mechanic</td>
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<td>OPERATOR: Milling Machine</td>
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<td>OPERATOR: Oiler</td>
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<tr>
<td>OPERATOR: Paver (Asphalt, Aggregate, and Concrete)</td>
<td>$15.05</td>
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<tr>
<td>OPERATOR: Post Driver (Guardrail/Fences)</td>
<td>$16.97</td>
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<tr>
<td>OPERATOR: Roller</td>
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<tr>
<td>OPERATOR: Scraper</td>
<td>$19.31</td>
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<td>OPERATOR: Screed</td>
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<td>PILEDRIVERMAN</td>
<td>$24.70</td>
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<td>TRAFFIC CONTROL: Flagger</td>
<td>$9.88</td>
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<tr>
<td>TRAFFIC CONTROL: Laborer-Cones/Barricades/Barrels-Setter/Mover/Sweeper</td>
<td>$10.00</td>
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<td>TRUCK DRIVER: Dump Truck</td>
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<tr>
<td>TRUCK DRIVER: Flatbed Truck</td>
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<tr>
<td>TRUCK DRIVER: Lowboy Truck</td>
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</tr>
<tr>
<td>TRUCK DRIVER: Water Truck</td>
<td>$16.00</td>
</tr>
<tr>
<td>TRUCK DRIVER: Semi/Trailer Truck</td>
<td>$12.50</td>
</tr>
</tbody>
</table>

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

================================================================
END OF GENERAL DECISION"
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

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 100837

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A Disadvantaged Business Enterprise (DBE) goal of 12.0% 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 100837

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

<table>
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<tr>
<th>Item Code*</th>
<th>Item Description</th>
<th>Subcontract Unit Price</th>
<th>2nd Tier Unit Price</th>
<th>Quantity</th>
<th>Value Earned By Subcontractor</th>
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* Item Codes for pay items are shown on the estimate voucher

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____________________________________
Title_____________________
Typed or Printed Name___________________________________
Date_____________________

Department
Use Only
Received By
Date

Verified By
Date

RE Initials

Net Total This Estimate
Net Total This Estimate
Net Total This Estimate
Net Total This Estimate

% Retainage
Previous Total
Total To Date
Total To Date

Arkansas Department of Transportation  
DBE Subcontractor Payment Log

Job Number ______________________ Prime Contractor ______________________
Estimate No. ______ DBE Subcontractor ______________________
Estimate Ending Date____________ Date Payment Made to DBE__________________

Item Code* Item Description Subcontract Unit Price 2nd Tier Unit Price Quantity Value Earned By Subcontractor

Total This Estimate
Retainage Withheld This Estimate

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____________________________________
Title_____________________
Typed or Printed Name___________________________________
Date_____________________

Department
Use Only
Received By
Date

Verified By
Date

RE Initials

Arkansas Department of Transportation  
DBE Subcontractor Payment Log

Job Number ______________________ Prime Contractor ______________________
Estimate No. ______ DBE Subcontractor ______________________
Estimate Ending Date____________ Date Payment Made to DBE__________________

Item Code* Item Description Subcontract Unit Price 2nd Tier Unit Price Quantity Value Earned By Subcontractor

Total This Estimate
Retainage Withheld This Estimate

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____________________________________
Title_____________________
Typed or Printed Name___________________________________
Date_____________________

Department
Use Only
Received By
Date

Verified By
Date

RE Initials

Rev. 11-20-08
Arkansas Department of Transportation
DBE Prime Contractor Payment Log

Job Number ____________________  DBE Prime Contractor ____________________________

Estimate No. ______
Estimate Ending Date______________

<table>
<thead>
<tr>
<th>Item Code*</th>
<th>Item Description</th>
<th>Contract Unit Price</th>
<th>Sub Unit Price</th>
<th>Quantity</th>
<th>Value Earned By DBE Prime</th>
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* Item Codes for pay items are shown on the estimate voucher

Total This Estimate
Previous Total
Total To Date

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the information shown above is correct and represents the value earned by the DBE Prime Contractor during the above estimate period.

Authorized Signature______________________________________  Title__________________________
Typed or Printed Name________________________________________  Date__________________________

Department Use Only

Received
By ___________________________  By ___________________________
Date __________________________  Date __________________________

Verified

Verified
By ___________________________  By ___________________________
Date __________________________  Date __________________________

RE Initials________________________

Rev. 2-19-08
Arkansas Department of Transportation  
DBE 2nd Tier Payment Log

Job Number ____________________  Prime Contractor ________________________________

Estimate No. ______  Subcontractor ________________________________

Estimate Ending Date _____________  DBE 2nd Tier Subcontractor ________________________________

Date Payment Made to DBE __________________________________________

<table>
<thead>
<tr>
<th>Item Code*</th>
<th>Item Description</th>
<th>2nd Tier Unit Price</th>
<th>Quantity</th>
<th>Value Earned by 2nd Tier</th>
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* Item Codes for pay items are shown on the estimate voucher

Total This Estimate __________________________
Retainage Withheld This Estimate ________
Net Total This Estimate ________
Previous Total ________
Total To Date ________

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE 2nd Tier Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature ___________________________  Title ___________________________

Typed or Printed Name ___________________________  Date ___________________________

Department

Use Only

Received

By ___________________________  By ___________________________  RE Initials

Verified

Date ___________________________  Date ___________________________
ARKANSAS DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF PAYMENT

JOB ___________________________ F.A.P. _____________________________

JOB NAME _____________________________

ORIGINAL CONTRACT AMOUNT $___________ DBE GOAL $___________ *

DBE CONTRACT GOAL ___%

FINAL PAYMENT TO DBEs

The undersigned Contractor on the above mentioned project hereby certifies that the following amount(s) were paid to:

<table>
<thead>
<tr>
<th>DBE Subcontractor(s)</th>
<th>Amount Paid</th>
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Total Paid to DBEs $___________

Only payments related to work, services, or material actually provided by DBE firms should be shown. Payments under second tier subcontracts from DBE firms to non-DBE firms should not be included. **DBE prime Contractors should include the value of work performed by its own forces.**

Contractor: ___________________________
Signature: ___________________________
Typed or Printed Name: ___________________________
Title: ___________________________ Date: _____________

THIS “CERTIFICATE OF PAYMENT” IS TO BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO PROJECT ACCEPTANCE.

* If goal not met, brief explanation: _______________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Rev. 11-20-08
ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 100837

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. 100837

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.
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.
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.
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. 100837

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. 100837

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. 100837

MANDATORY ELECTRONIC CONTRACT

Paper Contract Documents and Forms will not be accepted.

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

MANDATORY ELECTRONIC DOCUMENT SUBMITTAL

Paper Document Submittals will not be accepted.

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

FLEXIBLE BEGINNING OF WORK – CALENDAR DAY CONTRACT

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

Subsection 108.02(b) Work Order.

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

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

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

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

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

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

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

Subsection 108.02(d) is hereby deleted.
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

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:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Stabilization</td>
<td>Ton</td>
</tr>
</tbody>
</table>
Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

TABLE 410-2
LONGITUDINAL JOINT DENSITY DISINCENTIVE

<table>
<thead>
<tr>
<th>% Gmm</th>
<th>Min.</th>
<th>Max.</th>
<th>$/L.F./Lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.0</td>
<td>100</td>
<td>-1.00</td>
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</tr>
<tr>
<td>97.0</td>
<td>&lt;98</td>
<td>-0.70</td>
<td></td>
</tr>
<tr>
<td>96.0</td>
<td>&lt;97</td>
<td>-0.42</td>
<td></td>
</tr>
<tr>
<td>95.0</td>
<td>&lt;96</td>
<td>+1.00</td>
<td></td>
</tr>
<tr>
<td>94.0</td>
<td>&lt;95</td>
<td>+0.98</td>
<td></td>
</tr>
<tr>
<td>93.0</td>
<td>&lt;94</td>
<td>+0.77</td>
<td></td>
</tr>
<tr>
<td>92.0</td>
<td>&lt;93</td>
<td>+0.42</td>
<td></td>
</tr>
<tr>
<td>91.0</td>
<td>&lt;92</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>90.0</td>
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<td>&lt;89</td>
<td>-0.42</td>
<td></td>
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<td>87.0</td>
<td>&lt;88</td>
<td>-0.77</td>
<td></td>
</tr>
<tr>
<td>86.0</td>
<td>&lt;87</td>
<td>-0.98</td>
<td></td>
</tr>
<tr>
<td>&lt;86</td>
<td></td>
<td>-1.00</td>
<td></td>
</tr>
</tbody>
</table>
Division 106 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

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

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

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

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


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. 100837

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:

\[ \text{ABPA} = \text{Q} \times \text{D} \]

Where

\[ \text{ABPA} = \text{Asphalt binder price adjustment, in dollars;} \]
\[ \text{Q} = \text{Quantities paid for the applicable items on the current estimate, in tons of mix;} \]
\[ \text{D} = \text{Allowable price differential, in dollars.} \]

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.

<table>
<thead>
<tr>
<th>Applicable Items of Asphalt Concrete Hot Mix Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM OF WORK</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>Asphalt Binder in ACHM Base Course</td>
</tr>
<tr>
<td>Asphalt Binder in ACHM Binder Course</td>
</tr>
<tr>
<td>Asphalt Binder in ACHM Surface Course</td>
</tr>
</tbody>
</table>

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. 100837

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_Asphalt_Binder_Index.pdf
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

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.
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. 100837

MAINTENANCE OF TRAFFIC

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

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

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

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

Ramp 4 Closure

The Maintenance of Traffic plans, Page 20, provide the roadway segment to be closed for the construction of a 48" R.C. pipe culvert.

The roadway will be allowed one closure excavation, setting of the new structure, backfilling, and grading. Once the roadway has been closed, the Contractor has from 9 p.m. on Friday until 7 a.m. on Saturday for traffic to be returned to a normal pattern on Ramp 4.

Failure to comply with this requirement will result in a lane use charge of $7,000 per hour until work begins in the closed lane or the lane closure is removed. A lane closure will not be considered to be removed until all advance warning devices specific to the lane closure have been removed or revised. In assessing this lane use charge any portion of an hour will be counted as a full hour.

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

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

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

SPECIAL PROVISION

JOB NO. 100837

TRIANGULAR SILT DIKE

DESCRIPTION: Triangular Silt Dikes shall be placed as soon as practical at locations shown on the plans or as directed by the Engineer to prevent siltation off of the right-of-way. This work shall consist of furnishing, installing, maintaining, and the subsequent removal of a geotextile and urethane foam barrier designed to remove suspended soil particles from water passing through the barrier.

MATERIALS: Triangular Silt Dikes shall be supported and shall have a height of at least eight to ten inches (8"-10") in the center with equal sides and a sixteen to twenty inch (16"-20") base. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle twenty-four to thirty-six inches (24"-36"). The geotextile fabric shall be mildew resistant, rot proof and resistant to ultraviolet radiation meeting the requirements for silt fence in AASHTO M288. The edges shall be treated to prevent unraveling. Seams and stress points shall be reinforced. The fabric cover and apron shall be a continuous wrapping of the fabric: the apron shall be a continuous extension of the upstream face. The triangular shaped inner material shall be urethane foam. Standard length of each silt dike will be seven feet (7') unless otherwise indicated on the plans.

ANCHORING: The triangular silt dike shall be secured by burying the first six inches (6") of the leading edge apron in a three to 6 inch (3"-6") trench. The triangular silt dike shall be attached to the ground with No. 11 gauge wire staples which are least six to eight inches (6"-8") long. Eight to ten staples shall be installed in both the front and rear aprons or as otherwise directed by the Engineer.

CONSTRUCTION REQUIREMENTS: The intended use for triangular silt dikes would be near the downstream perimeter of a disturbed area to intercept sediment from sheet flow, across a roadway ditch to contain sediment and minimize erosion, or as directed by the Engineer.

Install, align, and locate the triangular silt dikes as shown on the plans, or as directed by the Engineer. All triangular silt dikes shall be placed on the contour and in a row with ends tightly abutting the adjacent triangular silt dike. Filter material shall lap over the ends 6 inches to cover dike to dike junctions; each junction shall be secured with wire staples.

The approach apron shall be followed by the sewn seam and front side of the dike section. The exiting apron will lie underneath the dike section and extend out beyond the discharge side.

When triangular silt dikes are installed across surface drainage ditches, the highest point of the triangular silt dike in the center of the ditch must be lower than the lowest point of the triangular silt dike at the end. This will direct water over the center of the triangular silt dike and not around the ends.

When installed as diversion ditches, triangular silt dikes shall be placed along the contour or on a 1-3% gradient to a planned discharge point.
Accumulated sediment shall be removed when it covers one half the height of the triangular silt dike. During removal of sediment, the operator must exercise care within the range of the front apron to avoid damage to the device. The range of the apron is approximately eighteen to twenty four inches (18”-24”) from the base of the barrier. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Payment for this work will be made under the item “Sediment Removal and Disposal.”

Inspect all triangular silt dikes after each rainfall event and/or each seven day period. Triangular silt dikes shall be temporarily removed and replaced as required to facilitate construction operations. Any deficiencies or damage shall be repaired at no cost to the Department. Repair of, or complete replacement of torn or damaged triangular silt dikes shall be performed as required or as directed by the Engineer at no additional cost to the Department.

The requirements of Subsection 621.03(a) of the Standard Specifications for Highway Construction, Edition of 2014 shall apply to this special provision.

**METHOD OF MEASUREMENT:** Triangular Silt Dikes will be measured by the linear foot, complete in place, with measurement being made along the centerline of the top of the barrier.

**BASIS OF PAYMENT:** Work completed and accepted under this item and measured as provided above will be paid for will be paid for at the contract unit price bid per linear foot for “Triangular Silt Dike” which price shall be full compensation for furnishing, placing, maintaining, temporarily removing and replacing as required to facilitate construction operations, and removal of the Triangular Silt Dike and for all other materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangular Silt Dike</td>
<td>Linear Foot (Meter)</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

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

The following is added as the second paragraph of subsection 604.03(j):

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

- “Drive Safely” followed by “Buckle Up”
- “Don’t Drink and Drive” followed by “Buckle Up”

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

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

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

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

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

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

The following is added as subsection 604.04(e):

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

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

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

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

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

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable Changeable Message Sign</td>
<td>Week</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

CULVERT CLEAN OUT

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

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

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

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Culvert Clean Out</td>
<td>Each</td>
</tr>
</tbody>
</table>
DESCRIPTION: This item consists of extending existing pipe culverts at selected locations designated by the Engineer by retaining the existing pipe culverts and constructing a concrete collar as a waterproof seal connection between the existing and proposed pipe culverts.

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

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

BASIS OF PAYMENT: There shall be no direct payment made for fulfilling the requirements of this Special Provision. Payment for work completed and accepted as provided above will be considered included in the price bid for the various contract items.
Section 701 Actuated Controller of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The second paragraph of Subsection 701.02 Materials (a) General is hereby deleted and the following substituted therefore:

Prior to the ordering of all traffic signal equipment, the Contractor shall submit to the Engineer two (2) printed copies of the applicable brochures containing the design criteria for the equipment which the Contractor proposes to install for approval. The specific items that are proposed for use shall be clearly marked in the applicable brochures. A list shall be attached to identify the item and contain the manufacturer, quantity, model, and identifying descriptions of each item. Adequate engineering data, essential shop drawings, and schematic diagrams shall be provided for review. Partial submittals will not be accepted for consideration and shall be returned for correction without review.

1. Review. For all traffic signal equipment submittals, the Engineer’s review of the equipment submittals should be completed within thirty (30) days from the date of the submission unless otherwise specified. Once the Engineer has determined that the equipment submitted meets the design criteria, a written approval will be provided, in which no further action is required. If equipment submitted for use is rejected, the Contractor shall re-submit the equipment for review within fifteen (15) days of notification of equipment rejection. Resubmittal of rejected equipment for review will be considered the starting point of a new approval cycle as described.
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

CABINET DRAWER ASSEMBLY

Section 701 Actuated Controller of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 701.02 (d) (10) Wiring Diagrams and Controller Manual is hereby deleted and the following substituted therefore:

Three copies of the Cabinet Wiring Diagram and one copy of the controller manual shall be supplied with each cabinet. One diagram and the manual shall be placed in the “Cabinet Drawer Assembly”. The “Cabinet Drawer Assembly” shall be fabricated to the approximate dimensions shown on the plans. Included with the “Cabinet Drawer Assembly” will be all hardware necessary to fasten and install the Assembly to the underside of a cabinet shelf roughly at the midpoint of the Cabinet vertically. One diagram shall be delivered to the City or County before final inspection of the intersection. One diagram shall be given to the Engineer.

The “Cabinet Drawer Assembly” shop drawing shall be included in the traffic equipment submittal.
1. **DESCRIPTION.** This item consists of installing an Emergency Battery Backup System (BBS) with fully conditioned power, for a traffic signal control and communications equipment with batteries, mounted inside a separate equipment cabinet of the type and size called for at the location shown on the plans, or as directed by the Engineer, and shall conform to the following specifications. Power output to equipment shall be fully conditioned whether operating on line voltage or battery backup. No meter base is required.

2. **MATERIALS.** The Battery Backup System (BBS) shall include, but not be limited to the following:
   - Inverter/Charger, batteries, combination power transfer relay and manual bypass switch and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to traffic system equipment in the event of a power failure or interruption.
   - The BBS system shall be UL listed for use with traffic signal equipment. The general category shall be QQIJ Power Supplies, Specialty. The specific listing shall be DC-AC inverter with integral battery chargers, for use with traffic signal equipment.

A. **Operation.**

1. The BBS shall provide a minimum two (2) hours of full run-time operation for all equipment as indicated on plan sheet(s) but not less than a minimum 700W/1000VA active output capacity, with 80% minimum inverter efficiency.
2. The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries shall be 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.
3. The BBS shall provide the user with two sets of three (3) double-pole double-throw (DPDT) dry relay contact closures, available on two terminal blocks (one side of each relay on each block) with #6/32 screw terminals rated at a minimum 120V/1A, and labeled so as to identify each contact. The terminal block wiring shall be protected with a clear plastic cover. There shall be a LED indication when each relay is activated. All relays should be deactivated when the inverter switch is off.
   - The first relay contact closures shall be energized whenever the unit switches to battery power. Contacts shall be labeled or marked “On Batt.”
EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

- The second relay contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contacts shall be labeled or marked “Low Batt.” There shall be a manually adjustable potentiometer to variably adjust this value based on the specific load.
- The third relay contact closures shall be energized two hours after the unit switches to battery power. Contacts shall be labeled or marked “Timer.”

4. Operating temperature for the inverter/charger, and power transfer relay and manual bypass switch shall be –37 °C to +74 °C.
5. The Power transfer relay and manual bypass switch module shall be rated at 240VAC/30 amps.
6. The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 4.0 mV/°C per cell.
   - The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with seven (7’) feet of wire.
7. Batteries shall not be recharged when battery temperature exceeds 50 °C ± 3 °C.
8. BBS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 100VAC to 130VAC (± 2VAC).
9. Output voltage shall be between 110 VAC and 125 VAC, pure sine wave output, ≤ 3% THD, 60Hz ± 0.05Hz.
10. BBS shall be compatible with all traffic controllers, other equipment and cabinet components for full time operation.
11. In cases of low (below 98VAC) or absent utility line power, when the utility line power has been restored at above 105 VAC ± 2 VAC for more than 30 seconds, the BBS shall transfer from battery backed inverter mode back to utility line mode.
12. In cases of high utility line power (above 132VAC), when the utility line power has been restored at below 125VAC ± 2 VAC for more than 30 seconds, the BBS shall transfer from battery backed inverter mode back to utility line mode.
13. BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.
14. In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC (and de-energized) state, where utility line power is connected to the cabinet.
15. Recharge time for the battery, from “protective low-cutoff” to 80% or more of full battery charge capacity, shall not exceed ten (10) hours.
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EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

B. Mounting and Configuration.

1. A mounting pad shall be constructed as shown on the plans.
2. The complete BBS, including batteries, shall fit inside a typical, fully equipped and approved stand-alone cabinet on a separate mounting pad. This cabinet/enclosure shall include vent, fan and thermostat.
3. The mounting method shall be shelf or tilt out tray-mount. The BBS dimensions shall be no deeper than 13 inches to minimize cabinet size.
   - The BBS shall be shelf-mounted with wiring, controls and meters in the front and clearly readable. The BBS should not be mounted on its side.
   - All batteries should mount on the shelves in the cabinet.
   - The Power transfer relay and manual bypass switch shall mount at a convenient location.
   - All interconnect wiring shall be provided between Power transfer relay and bypass switch and Cabinet Terminal Service Block and shall be no less than seven (7') feet of UL Style 1015 CSA TEW with the following characteristics:
     - AWG Rating: 10 AWG
     - Stranding: 105 strands of 30 AWG tinned copper
     - Rating: 600 V, 105 °C, PVC Insulation
     - Relay contact wiring provided for each set of NO/NC relay contact closure terminals shall be ten (10') feet of UL Style 1015 CSA TEW 18 AWG wire, same ratings as above, except 16 strands of 30 AWG tinned copper.

C. Maintenance, Displays, Controls and Diagnostics.

1. The BBS shall include a LED display to indicate battery voltage and standard meter probe input jacks (+) and (-) to read the exact battery voltage.
2. The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.
3. The BBS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.
4. The BBS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.
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EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

5. The BBS shall include a front-panel event counter display to indicate the number of times the BBS was activated and a front-panel hour meter to display the total number of hours the unit has operated on battery power. Both meters shall have push button resets.

6. Manufacturer shall include a set of equipment lists, operation and maintenance manuals, and board-level schematic and wiring diagrams of the BBS, and the battery data sheets.

D. RS232.

1. The BBS shall be equipped with RS232 or approved communications. The connector shall be a DB-9 female connector.

2. Connection to the BBS shall be with a standard, readily available RS232 cable. Custom cabling is not allowed.

3. The BBS system shall be monitored and controlled by using HyperTerminal or other readily available terminal emulation software. Proprietary software is not allowed.

4. The BBS Communication Interface shall display BBS Status as well as allow for inputting of BBS Commands.

5. The BBS Status shall display the following information:
   - AC Transfer Pts.: Displays the current setting of the AC transfer threshold points.
   - BBS Mode: Displays whether the BBS is in Standby or Backup mode. When in Backup mode this also indicates that ‘On Batt-Relay A’ is active.
   - Outage Counter: Displays the current number of outages since the Outage meter was last reset.
   - Total Outages: Displays the total number of outages since the BBS was installed. This cannot be reset.
   - Run Time: Displays the current Run Time of the unit since the Run Time meter was last reset.
   - Total Run Time: Displays the total Run Time of the unit since the BBS was installed. This cannot be reset.
   - Batt. Level: Displays the current battery capacity.
   - Batt. Full: Indicates that the battery bank is fully charged.
   - Check Batt.: Indicates a problem with the batteries or the charger.
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EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

- **Low Batt. Relay**: Indicates that the battery bank has reached the Remaining Capacity point set in Section 5.1 and that ‘Low Batt-Relay B’, is active.
- **Timer Relay**: Indicates that the BBS has been in backup mode for 2 hours and that ‘Timer-Relay C’, is active.
- **Overload**: Indicates that an overload condition exists.
- **High Temp**: Indicates that a high temperature condition exists.

6. The BBS Command section shall be as follows:
   - **Set Time**: Set the time in the following 24HR format hh:mm
   - **Set Date**: Set the date in the following format. mm/dd/yy
   - **Status Update**: Press to update the display with current BBS information.
   - **Reset Outage Meter**: Resets both the internally stored Outage Counter and the external Outage Meter. The unit will keep a total running count of all outages.
   - **Reset Run Time Meter**: Resets both the internally stored current Run Time Meter and the external Run Time Meter. The unit will keep a total run time for the life of the unit.
   - **Display Event Buffer**: Scroll out the BBS events to the display. All events are stamped with the date and time.
   - **Change AC Level Setting**: Switches the acceptable input AC threshold range from the standard 100-130 VAC to the optional 95-134 VAC range.
   - **Model Number**: Enter the model number of the unit using ASCII-Numeric text.
   - **Serial Number**: Enter the serial number of the unit using ASCII-Numeric text.

E. Battery System.

1. Individual batteries shall be:
   - **Voltage rating**: 12V type
   - **Amp-hour rating**: 105 amp-hour maximum
   - **Group size**: 31 maximum
   - **Batteries shall be easily replaced and commercially available off the shelf.**
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EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

2. Batteries used for BBS shall consist of 2 to 8 batteries to run the loads for the specified time, and a maximum system voltage of 24 VDC to comply with NEC Class 2 Voltage.

3. Batteries shall be deep cycle, sealed prismatic lead-calcium based AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid).

4. Batteries shall be certified by the manufacturer to operate over a temperature range of –25 °C to +74 °C.

5. The batteries shall be provided with appropriate interconnect wiring.

F. Battery Harness.

1. Interconnect wiring shall be via two-piece modular harness consisting of 8 gauge welding style cable, UL listed, super K90.

2. Cable assembly shall be equipped with insulated, mating, power pole style connectors. Where two-piece power pole style connectors are used Positive (+) shall be red, Negative (-) shall be black.

3. All power pole connectors shall be assembled to ensure proper polarity and circuit configuration throughout the entire harness.

4. Part one of the two-piece harness shall consist of seven inches of appropriate colored cable with ¼ inch ring terminals for connecting to the battery terminal and the appropriate colored modular power pole style connector.

5. Battery terminals shall be covered and insulated with appropriate colored molded boots.

6. Part two of the harness shall consist of mating two-piece power pole style connectors for connecting to the batteries and a single insulated power pole connector for connecting to the BBS unit.

7. Cable length shall be a minimum of 12 inches between batteries and 60 inches between BBS unit and first battery. Other battery-to-battery lengths for different configurations can be specified with the order.

G. Quality Assurance.

1. Each BBS shall be manufactured by an ISO 9001:2000 certified company in accordance with a manufacturer Quality Assurance (QA) program.
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JOB NO. 100837

EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

2. QA process and test results documentation shall be kept on file for a minimum period of seven years.

3. Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

3. CONSTRUCTION REQUIREMENTS. The BBS shall be installed on a separated mounting pad in the vicinity of the service point and controller cabinet as shown on the plans.

4. METHOD OF MEASUREMENT. Battery Backup System Installation will be measured by the unit.

5. BASIS OF PAYMENT. Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid for each Battery Backup System Installation; which price shall be full compensation for furnishing the cabinet and battery backup system; for mounting of the cabinet; for installing, wiring, and testing the battery backup system; for excavation and backfilling; for construction of the mounting pad; and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment shall be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery Backup System</td>
<td>Each</td>
</tr>
</tbody>
</table>
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SPECIAL PROVISION

JOB NO. 100837

SYSTEM LOCAL CONTROLLER

1. DESCRIPTION. This item shall consist of furnishing and installing at locations shown on the plans or as directed, System Local Controller with communications interface for both IP Addressable Ethernet as well as RS 232 Serial Radio and other associated equipment, to operate as part of and existing traffic-responsive, coordinated traffic control system with either closed loop master or centralized server. All requirements of Standard Specifications for Highway Construction, Edition of 2014, Division 700 Traffic Control Facilities, and specifically Section 701 Actuated Controller, shall apply. Portions of the standard specifications may be superseded by these special provisions.

   A. General. The existing system consists of an Eagle Centralized TACTICS Server traffic controls system with communications utilizing Proxim Tsunami MP-10150L-SUR Ethernet radios. The traffic operations system software is currently licensed to the City and to the State. All equipment shall be completely compatible with the existing traffic control coordination system hardware and software.

2. MATERIALS AND CONSTRUCTION. (Other Special Provisions in this contract may also apply). The cabinet facilities and installation, in addition to standard requirements for Section 701 Actuated Controller, shall incorporate the provisions listed in this special provision in order to accomplish the following:

   A. System Local Controller and Conflict Monitor. Where specified as “TS2-Type 2 E-Net” unit shall utilize SDLC Port and Malfunction Management Unit (MMU) in monitoring for conflict display at the intersection. Where specified as type “TS1” unit shall include SDLC port but be set up in the TS1 mode and utilize a NEMA Standard 12 Channel Monitor. Unit shall have the capability of monitoring intersections utilizing the latest’s proposed operation of “Flashing Yellow Arrow” (FYA) display.

   B. Expandability. All traffic controllers (timers) shall be not less than 8 Phases. This does not apply to cabinet facilities and conflict monitor which shall conform to the summary of quantities or other provisions in this contract. Detector wiring harnesses or rack mount detector channel slots shall, as a minimum, be wired for future connection for the number of phases as described in the Summary of Quantities or plan sheets (whichever is greater); for a minimum of 8 system detectors; or as governed by other provisions in this contract.

   C. Ethernet Cable.

      1. The CAT-5E shall be industrial outdoor rated Ethernet cable. The cable shall be riser rated, 24 A.W.G. solid copper, have Polyolefin insulation, UV and oil resistant PVC jacket. Pair 1 shall be Blue, White/Blue, Pair 2 shall be Orange,
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

SYSTEM LOCAL CONTROLLER

White/Orange, Pair 3 shall be Green, White/Green and Pair 4 shall be Brown, White/Brown. The operating temperature shall be from -40° C to +70° C. The cable shall conform to the following standards: ISO/IEC 11801 Category 5e, NEMA WC 63, and ANSI/TIA/EIA 568-B.2 Category 5e. The cable shall be without splicing or joints for a single run. The contractor shall obtain instructions from the manufacturer about alternate architecture when length of a single run of CAT 5e cable exceeds 150 feet.

2. The supplier shall approve the Category 5e cable, RJ-45 connector and crimping tool and the manufacturer’s instructions must be followed to insure proper connection.

3. Power cable shall be 14 A.W.G three conductor cable. This cable shall comply with the requirements of IMSA Specification 19-1.

D. Communications. Equipment supplied on this contract shall consist of Proxim Ethernet radios and be fully compatible with existing Eagle TACTICS Server and existing radio communications system. Equipment shall have the capability of communicating from serial data over IP addressable Gigabit Ethernet (1000BASE-T) and have small form-factor (SFP) slot that can be plugged for a fiber or cable modem interface. Both single mode and multimode SFPs up to 1000BASE-X shall be supported. A cable modem with power supply shall be included with the radio as necessary. Each unit shall operate on the unlicensed and licensed frequencies in 5.150GHz - 5.925GHZ frequency range utilizing 802.11 proprietary protocol.

E. Installation. The unit including both radios and Antennas shall be mounted remote from control device with communications connection to the device utilizing an external grade Ethernet cable. Contractor shall perform any wiring, antenna or cabinet modifications necessary. This shall include antenna adjustment necessary to achieve optimal performance of radio and control equipment.

F. Controller Manuals and Documentation. All documentation and software shall be provided a minimum of 14 calendar days before commencement of the 30-day trial period. The 30-day trial period will not start until this as well as other requirements for system operation have been met. Controller manuals (software and software manuals), must be provided 14 calendar days prior to placing intersection into operation.

Two sets (no photo-copies) of controller manuals shall be provided, one copy to the City or County and one copy to the Department’s Maintenance Division.
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SYSTEM LOCAL CONTROLLER

G. System Timing and Operation Test. The 30-day performance test shall not commence on any portion of the system until all tests have been performed by the contractor to the satisfaction of the Engineer in the presence of the Department. Timing data will be provided by the Department’s Maintenance Division. The contractor shall give the Engineer a minimum of 14 calendar days' notice to requiring timing data for testing and setup. Contractor shall be responsible for verification that data provided shall be functional and shall notify the Department's Maintenance Division of any changes necessary prior to installation.

In the event that the contractor is not qualified to perform these tests and verification, he will be responsible for seeing that a manufacturer's representative is present on the day of testing.

H. Ethernet Switch, T100 Hardened (8-Port).

1. Equipment shall provide an interface between other Ethernet devices to master site.

2. Fully managed Layer 2 Ethernet Switch.

3. Minimum of 8-Ports.
   a. RJ45 Ports – 10/100/1000BASE-T(X)
   b. Fiber Ports – 100/1000 Mb/s SFP-modules (when specified)

4. Industrial Hardened.

5. Environmental Conditions.
   a. Storage Temperature: -40°C to 85°C
   b. Operating Temperature: -40°C to 80°C
   c. Operating Humidity: 5% to 95% Non-condensing

6. LED Indicators.

7. Minimum 5 Warranty.

3. **METHOD OF MEASUREMENT.** Completed and accepted items will be measured as follows:

   A. System Local Controller will be measured by the unit.

   B. E-Net Cable of the type specified will be measured by the linear foot.

   C. Local Radio (E-Net 5.8) with Antenna will be measured by the unit.

   D. Local Repeater Radio with Antenna will be measured by the unit.

   E. Ethernet Switch, T100 Hardened (8-Port) will be measured by the unit.

4. **BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid as follows:

   A. **System Local Controller** - Price bid for system local controller and associated equipment of the phases specified, shall be full compensation for furnishing all equipment for providing the foundation, and mounting the cabinet; for installing, wiring and testing the controller and communications unit; for excavation and backfilling; and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

   B. **E-Net Cable (Exterior Cat 5E)** - Price bid for E-Net Cable of the type specified shall be full compensation for furnishing, installing and testing the cable; and for all equipment, tools, labor, and incidentals necessary to complete the work.

   C. **Local Radio (E-NET 5.8) with Antenna** - Price bid for Local Radio (E-NET 5.8) with Antenna shall be full compensation for furnishing the radio; antenna, cable and wiring; mounting, and testing the system; and for all equipment, tools, labor and incidentals necessary to complete the work.

   D. **Local Repeater Radio with Antenna** - Price bid for Local Repeater Radio with Antenna shall be full compensation for furnishing the radio, antenna, cable and wiring; mounting, and testing the system, and for all equipment, tools, labor and incidentals necessary to complete the work.

   E. **Ethernet Switch, T100 Hardened (8-Port)** - Price bid for Ethernet Switch, T100 Hardened (8-Port) of the type specified shall be full compensation for furnishing, installing and testing the switch; and for all equipment, tools, labor, and incidentals necessary to complete the work.
Payment shall be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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<tbody>
<tr>
<td>System Local Controller TS 2-Type 2, E-Net (___ Phases)</td>
<td>Each</td>
</tr>
<tr>
<td>E-Net Cable (Exterior Cat 5E)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Local Radio (E-Net 5.8) with Antenna</td>
<td>Each</td>
</tr>
<tr>
<td>Local Repeater Radio with Antenna</td>
<td>Each</td>
</tr>
<tr>
<td>Ethernet Switch, T100 Hardened (8-Port)</td>
<td>Each</td>
</tr>
</tbody>
</table>
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JOB NO. 100837

RETROREFLECTIVE BACKPLATES

Section 706 Traffic Signal Head of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The ninth paragraph of Subsection 706.02 Materials (c) Housing is hereby deleted and the following substituted therefore:

Visors and backplates for metal signal sections shall be made from 0.050” (1.25 mm) minimum thickness aluminum alloy sheet.

- The minimum thickness of 0.050” does not include the retroreflective border.
- Backplates shall not be flexible nor of the hinged design.
- The backplate shall be louvered.
- A louvered backplate shall include louvers with no louvers closer than 0.5” from the inner or 2.5” from the outer edge. Sides are defined on how the signal head is oriented in the plans.
- The backplate shall have a 2” wide yellow (non-fluorescent) retroreflective sheeting border, placed flush with the outer edge of the backplate and placed no closer than 0.5” from all louvers. No sheeting is allowed over any louvered area.
- Sheeting shall be applied in such a manner to provide wrinkle and bubble free surfaces. Application of sheeting shall be in accordance with this special provision otherwise will be cause for rejection of materials due to workmanship.
- The sheeting shall be Type VIII or Type IX in accordance with ASTM D4956 or ASTM D4956-05 and listed on ArDOT’s qualified product list.
- All applicable brochures containing the design criteria for the retroreflective sheeting border shall be submitted by the Contractor for approval.
- The sheeting shall be applied in the orientation for the maximum angularity according to the manufacturer's recommendations to project rectangular appearance at night.
- All backplates types shall be securely attached to the signal-head as recommended by the manufacture’s specifications and methods.

The tenth paragraph of Subsection 706.02 Materials (c) Housing is hereby deleted and the following substituted therefore:

Visors and backplates for plastic signal faces shall be either formed from sheet plastic or assembled from one or more injection, rotational, or blow molded plastic sections with a minimum thickness of 0.10” (2.5 mm).

- The minimum thickness of 0.10” does not include the retroreflective border.
- Backplates shall not be flexible nor of the hinged design.
- The backplate shall be non-louvered.
The backplate shall have a 2” wide yellow (non-fluorescent) retroreflective sheeting border, placed flush with the outer edge of the backplate.

The sheeting shall be Type VIII or Type IX in accordance with ASTM D4956 or ASTM D4956-05 and listed on ArDOT’s qualified product list.

All applicable brochures containing the design criteria for the retroreflective sheeting border shall be submitted by the Contractor for approval.

The sheeting shall be applied in the orientation for the maximum angularity according to the manufacturer’s recommendations to project rectangular appearance at night.

All backplates types shall be securely attached to the signal-head as recommended by the manufacture’s specifications and methods.
DESCRIPTION. This item consists of furnishing and installing electrical conductors as noted on the plans. This shall include conductors from the luminaire service point to the luminaire disconnect point and from the luminaire disconnect point to luminaires mounted on the traffic signal poles. Circuit breakers and weatherproof breaker boxes are considered subsidiary to “Electrical Conductors for Luminaires” and shall be provided and installed by the Contractor at the luminaire disconnect point.

MATERIALS. The electrical conductors shall consist of two conductor cables (#12 A.W.G.). Electrical conductors shall be stranded or solid copper UF rated 600 volt, suitable for underground duct installation in wet or dry locations. Electrical conductors shall comply to ASTM Specification B3, B-8 or B-787. The insulation shall be a color coded premium grade flame retardant PVC (polyvinyl chloride). The jacket shall be polyamide nylon. Circuit breakers shall be rated at 20 amps.

CONSTRUCTION REQUIREMENTS. The Contractor shall furnish and install a luminaire disconnect (20-amp circuit breaker assembly and weatherproof box) at the location designated on the plans that meets the requirements of the local utility company. The Contractor shall connect the circuit breaker assembly to the line side of the service point supplying the controller. Conductors for luminaires shall run directly from load side of luminaire disconnect to luminaires mounted on signal poles. Disconnect or trip of luminaire disconnect shall not effect power to controller. Luminaire disconnect shall be clearly labeled as "Street Light" circuit.

Splices are allowed at pole bases or as approved by the Engineer. Splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, tapping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location or at end of luminaire arm when luminaire is not to be installed by contractor. Final connection of power from the local utility to the service point will be made by others.

METHOD OF MEASUREMENT. Electrical Conductors for Luminaires will be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

ELECTRICAL CONDUCTORS FOR LUMINAIRES

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors for Luminaires of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Conductors for Luminaires</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

ELECTRICAL CONDUCTORS-IN-CONDUIT

DESCRIPTION. This item consists of furnishing and installing electrical conductors from point to point as indicated on the plan sheets.

MATERIALS. The electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets, and shall be USE rated (single conductor) or UF rated (two conductor), suitable for underground duct installation in wet or dry locations. Electrical conductors shall be solid or stranded copper unless otherwise approved by the Engineer.

Where specified "With Ground" (WG), included shall be a copper safety ground of either bare copper or green insulated; of not less than two sizes less than the load carrying conductors, whichever is greater.

Where specified "Equipment Ground Conductor" (E.G.C.), conductor shall be a copper safety ground of either bare copper or green insulated of the size and quantity shown.

CONSTRUCTION REQUIREMENTS. Splices are allowed at pole bases or as approved by the Engineer. Unless waterproof quick disconnects are used, Splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, taping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location.

METHOD OF MEASUREMENT. Electrical Conductors-In-Conduit shall be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors-In-Conduit of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing, and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Conductors-In-Conduit ( <em>c/</em> A.W.G.._)</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

LED LUMINAIRE ASSEMBLY (BUG U0 TYPE)

1. DESCRIPTION. This work shall consist of furnishing and installing LED luminaire assemblies on traffic signal poles, including the accessories, in accordance with these specifications and at the locations shown on the plans or as directed.

2. MATERIALS AND CONSTRUCTION REQUIREMENTS.

A. Luminaire. Each luminaire assembly shall consist of a “Cobra Head”, power door style; Light Emitting Diode (LED) light source capable of outputting at least 12,000 lumens, and optics to produce an IESNA Type-III light distribution with a BUG rating of U0. The rated Correlated Color Temperature (CCT) shall be 4000° K +/- 200°K, and the Color Rendering Index (CRI) shall be no less than 60. As a minimum, 40% of Light Flux values shall be maintained on the downward street side; with greater than 0.002 foot-candles per 1000 lamp lumens at a point of “1 x 4” mounting heights on the downward street side. Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation. Luminaires with a Light Loss Factor using the L70 Method shall have a minimum rating of 50,000 hours, and a minimum 5 year warranty. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of five (5) years from the date of purchase. Luminaire shall be able to operate normally in temperatures from -40° C to +40° C. LED light source(s) and driver(s) shall be RoHS compliant.

The luminaires shall be all aluminum die cast hinged construction. Each luminaire assembly shall have a photocell and receptacle in the top of the luminaire housing and shall meet the requirements of the local utility company. The luminaires shall be rated IP-66 or better, and shall employ the use of borosilicate glass lenses. All luminaire internal components shall be assembled and pre-wired using modular electrical connections, and shall be designed for ease of component replacement and end-of-life disassembly.

All luminaires shall contain built-in drivers with power door assembly, and be of an approved streamlined design. Drivers shall be wired for line voltage as indicated on the plan sheets (plus or minus 10%-line voltage, variation), 60-cycle, single phase, multiple circuit operation, with high power factor (90% or higher). The driver shall be suitable for the proper operation of the LED array inclusive to the luminaire assembly, with a minimum open circuit voltage as specified on the plan sheets, and shall be an easily replaceable part of the luminaire assembly. The luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL). The luminaire shall have lightning suppression equipment capable of meeting the performance requirements for electrical immunity as specified in ANSI C136.2, using a combination wave test level of at least 10kV/5kA.
LED LUMINAIRE ASSEMBLY (BUG U0 TYPE)

Luminaire assemblies (with accessories) shall be supplied in one style or model number from one manufacturer only. The contractor shall submit manufacturer’s brochures with illustrations and data in addition to LM-79, LM-80 and TM-21 reports to the Arkansas Department of Transportation for approval of luminaires, accessories and installation details. All submitted luminaires shall be listed on the Department of Energy’s LED Lighting Facts website, and all supporting calculations and test data from the LM-79, LM-80 and TM-21 reports must be in accordance with LED Lighting Facts guidance.

B. Photo Cell. Each luminaire assembly shall have a solid state photocell and receptacle in the top of the luminaire housing. Photocells shall have a locking-type photoelectric control with a rating of 5,000 operations minimum (13 years) on loads of 1800VA. The photocell shall operate at the same voltage rating as the luminaire driver.

3. METHOD OF MEASUREMENT. Completed and accepted LED Luminaire Assembly will be measured by the unit.

4. BASIS OF PAYMENT. Work completed and accepted under this item and measured as provided above shall be paid for at the contract unit price bid for each LED Luminaire Assembly, which price shall be full compensation for furnishing and installing the luminaires, lamps of the type described herein, driver, photocell, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LED Luminaire Assembly</td>
<td>Each</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

LED TRAFFIC SIGNAL HEAD

1. DESCRIPTION. This item shall consist of furnishing and installing 300 mm (12") diameter Traffic Signal Heads and components based on Light Emitting Diode (LED) technology according to these specifications as well as Section 706 Traffic Signal Head of the Standard Specifications for Highway Construction, Edition of 2014, to approval of the engineer. Portions of the standard specifications will be superseded by these special provisions.

2. MATERIALS. The LED modules shall be suitable for span wire and mast arm mounted signals. Units must meet the following specifications to be accepted.

   (A) Physical and Mechanical. LED traffic signal modules designed shall not require special tools for installation. Retrofit replacement LED signal modules shall fit into existing traffic signal housings built to the VTCSH Standard without modification to the housing. Installation of a retrofit replacement LED signal module into an existing signal housing shall only require the removal of the existing optical unit components, i.e., lens, lamp, and gaskets; shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring utilizing spade connectors. It shall not be necessary to remove reflector or lamp module. Reflector and lamp module is not required where new housings are provided.

   (B) Optical Requirements. The RED and GREEN modules shall be measured per ITE specifications, and are required to meet luminous values that are a minimum of 115 percent greater than the required minimum values in the specifications at the time of production. The YELLOW modules shall be tested for luminous output at 25°C, allowing the modules to achieve thermal equilibrium for 60 minutes, while the modules are energized at nominal operating voltage, at a 8.3% (or 1/12) duty cycle or 5 sec on/55 sec off). The yellow modules shall meet all other ITE specifications.

   (C) Optical Unit. LED signal modules shall meet the following requirements:

   Optical unit replacement - The LED module shall be constructed to allow the replacement of the outer lens and/or the light engine when needed.

   Lens Surface - The external lens shall be smooth on the outside to prevent excessive dirt/dust buildup.

   Tinting - The RED, YELLOW and optionally on GREEN lens shall be tinted or shall use transparent film or materials with similar characteristics.

   Chromaticity - The measured coordinates of LED signal modules shall conform to the chromaticity requirements of Section 8.04 and Figure 1 of the VTCSH standard.

   Environment - The LED signal module shall be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40°C (-40°F) to +74°C (+165°F). The LED sign module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, sections 4.7.2.1 and
4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. The LED signal module lens shall be UV Stabilized.

**Pre assembly** - The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing. The power supply for the LED signal module may be either integral or packaged as a separate module. The power supply may be designed to fit and mount inside the traffic signal housing adjacent to the LED signal module. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

**LED Drive Circuitry (parallel)** - The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that one LED light source, and the loss of no more than 1% of the total LED'S within the LED signal module.

**Material Composition** - Materials used for the lens and signal module construction shall conform to ASTM specification for the materials where applicable. Enclosures containing either the power supply or electronic components of the signal modules shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

**Identification Markings** - Each individual LED signal module shall be identified for warranty purposes. Each LED signal module shall be identified on the backside with the manufacturer’s name and serial number. The following operating characteristics shall be identified: nominal operating voltage, power consumption, and Volt-Ampere. Modules shall have a prominent and permanent vertical indexing indicator, i.e. UP ARROW or the word UP or TOP, for correct indexing and orientation inside a signal housing. Modules conforming to this specification may have the following statement: “Manufactured in Conformance with the Interim Purchase Specification of the ITE for LED vehicle Traffic Signal Modules” on an attached label.

The first sentence of Subsection 706.02, Materials. (d) is deleted and the following substituted therefore:

The Contractor shall furnish and install the proper signs [either Left Turn Signal (MUTCD R10-10) or Left Turn Yield on Flashing Yellow Arrow (MUTCD Special) or Left Turn Yield on Green (symbolic green ball (MUTCD R10-12))] adjacent to signal heads controlling an exclusive left turn lane.

**Manufacturer’s Warranty**. The standard contract warranty shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer’s guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection. Warranty shall provide the following stipulations:
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

LED TRAFFIC SIGNAL HEAD

- Isolated Failures Warranty Period not less than 7 Years
- Design Failure Warranty Period not less than 5 Years

Warranty for isolated lens failure shall include replacement LED module at no cost for materials and shipping for a period of 7 years from the date the intersection is considered substantially complete by the engineer. An LED module shall be considered failed when the luminosity drops below the ITE requirements listed above.

A product “Design Failure” is considered to have occurred if, within a period of 5 years or less, a total of ten percent (10%) of the LED modules supplied on a particular Job are considered failed as described above. The supplier shall then “recall” the entire shipment at no cost to the agency maintaining the equipment. This shall include labor and equipment necessary to replace the units.

3. CONSTRUCTION REQUIREMENTS. Construction shall be in accordance with the standard specifications. No distinction is made for span-wire installations, post mount, mast arm mount, or other mounting methods as described on the plan sheet(s).

Whether complete head assembly is replaced or existing head is retrofitted with new lenses, contractor shall be responsible for aligning head properly with approach lanes. This does not include relocating head and bracket, but adjusting the alignment of the head to achieve maximum visibility to motorists.

4. METHOD OF MEASUREMENT. Units are bid as “3 Section”, “4 Section” or “5 Section”. A 3 Section unit consists of one each: Red Ball, Yellow Ball, and Green Ball. A 4 Section unit consists of one each: Red Ball, Yellow Ball, Green Ball, and Green Arrow or Red Arrow, Yellow Ball, Yellow Arrow, and Green Arrow. A 5 Section unit consists of one each: Red Ball, Yellow Ball, Green Ball, Yellow Arrow, and Green Arrow. No distinction shall be made in the unit based on the orientation of the arrow indications.

A. Traffic Signal Head, LED. Work completed and accepted and measured as provided above will be measured by unit.

B. Traffic Signal Head, LED Lens, Retrofit (Ret). Work completed and accepted and measured as provided above will be measured by unit.

5. BASIS OF PAYMENT.

A. LED Traffic Signal Head. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Traffic Signal Head, LED of the type, display and size specified, which price shall be full compensation for furnishing and installing all materials and signs; and for all labor, equipment, tools, and incidentals necessary to complete the work.

B. LED Traffic Signal Lens Ret. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Traffic Signal
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

LED TRAFFIC SIGNAL HEAD

Head, LED Lens, Retrofit of the type, number of sections, color and display specified, which price shall be full compensation for removing existing unnecessary hardware and modifying existing housing; and for furnishing and installing all materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Signal Head, LED, (___Section, 1 Way)</td>
<td>Each</td>
</tr>
<tr>
<td>Traffic Signal Head, LED Lens, Retrofit (___Section, 1 Way)</td>
<td>Each</td>
</tr>
</tbody>
</table>
DESCRIPTION. Under this item, the contractor shall remove traffic signal heads, traffic signal poles, traffic signal pole foundations, span wire assemblies, traffic controllers and all other existing signal equipment at locations shown on the plans or as ordered by the Engineer.

MATERIALS. The contractor shall provide all equipment and tools necessary to remove the signal equipment at locations shown on the plans or as designated by the Engineer.

CONSTRUCTION REQUIREMENTS. The contractor shall maintain the existing signal operations as much as possible throughout construction until the completion of the contract. Control of the intersection shall be by police officers, flagmen, or as determined by the Engineer at anytime that the signals are not in operation.

The contractor shall remove the traffic signal pole foundations and all appurtenances such as reinforcing steel, conduit, anchor bolts and cable to a depth of 18 inches below grade. The concrete foundations shall be broken up and the material disposed of outside of the limits of the project by the contractor. The contractor shall fill with earth all holes where concrete foundations or wooden span wire poles have been removed under this item. The earth in the hole shall be thoroughly compacted until it is as firm and unyielding as the surrounding material. Concrete or asphalt surfaces shall be restored to existing conditions.

All equipment shall remain the property of the City or County and the contractor shall notify the City or County 24 hours in advance of the removal. All removed equipment shall be stored by the contractor at the construction site. The contractor shall provide a secure, weather-tight enclosure to store all electric components until they can be removed from the construction site.

METHOD OF MEASUREMENT. Removal of traffic signal equipment will be measured by the lump sum.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Removal of Traffic Signal Equipment, which price shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work as described herein.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Traffic Signal Equipment</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

SERVICE POINT ASSEMBLY
(TRAFFIC CONTROL DEVICES)

DESCRIPTION. This item consists of furnishing and installing a distribution panel, circuit breaker, lightning arrester, weatherhead, clamps, wiring, ground rod, and miscellaneous fittings at locations designated on the plans and in accordance with the latest version of the National Electrical Code.

Lightning arrester shall be SPD Type 2 (load side) per NEC and UL Code 1449.

All construction and wiring shall be in compliance with local electrical codes. The Contractor shall perform all necessary liaisons with local power companies in order to ascertain such specific requirements as the power company may apply to each location.

MATERIALS AND CONSTRUCTION REQUIREMENTS. Height of the service riser weatherhead shall be 20 feet or greater depending on street crossings or other obstructions, unless otherwise approved by the Engineer.

The required weatherhead, conduit nipples, couplings, clamps and other fittings exposed to the weather shall be hot dipped galvanized steel and shall be attached to the pole in such a manner as to facilitate the final steel conduit connecting weatherhead. Service disconnect, distribution cabinet and tie to underground circuits is paid for by Service Point Assembly. Galvanized steel conduit for riser shall be paid as a separate item.

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 Standard Drawing SD-9 (Service Point).

Mounted at the service location shall be NEMA 3R enclosure(s), circuit breaker, distribution panel and main breaker of a design and model number suitable to the local power company and as approved by the Engineer. The circuit breaker 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. A 30-amp breaker shall be provided.

Where lighting is included in the signal installation for intersection lighting, a 20-amp breaker shall be provided.

The Contractor shall submit to the Engineer two (2) printed copies of the applicable brochures containing the design criteria for the equipment which the Contractor proposes to install for
approval. The specific items that are proposed for use shall be clearly marked in the applicable brochures. A list shall be attached to identify the item and contain the manufacturer, quantity, model, and identifying descriptions of each item. The items to be submitted: load centers and enclosures, lightning arrestor, and all circuit breakers.

METHOD OF MEASUREMENT. Completed and accepted Service Point Assembly will be measured by the unit.

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:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Point Assembly (_____ Circuit(s))</td>
<td>Each</td>
</tr>
</tbody>
</table>
DESCRIPTION. This item shall consist of furnishing and placing enhanced thermoplastic pavement markings, of the color and type specified, all according to these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed.

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

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

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

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

Yellow materials color specifications shall be as follows:

<table>
<thead>
<tr>
<th>Color Specifications Limits - Daytime Initial</th>
<th>Chromaticity Coordinates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>x</td>
<td>y</td>
</tr>
<tr>
<td>0.499</td>
<td>0.466</td>
</tr>
</tbody>
</table>

Luminance Factor, Y (%)

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>40.0</td>
<td>60.0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Color Specifications Limits - Daytime Retained</th>
<th>Chromaticity Coordinates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>x</td>
<td>y</td>
</tr>
<tr>
<td>0.560</td>
<td>0.440</td>
</tr>
</tbody>
</table>

Retained daytime color limits shall conform to the specifications for a minimum of ninety days for construction pavement markings and one year for all other markings. Retained readings will be determined on a beaded surface in accordance with the requirements of ASTM E 2366.
COLOR SPECIFICATIONS LIMITS - NIGHTTIME INITIAL WITH DROP-ON BEADS

<table>
<thead>
<tr>
<th>Chromaticity Coordinates</th>
<th>X</th>
<th>Y</th>
<th>X</th>
<th>Y</th>
<th>X</th>
<th>Y</th>
<th>X</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.575</td>
<td>0.425</td>
<td>0.508</td>
<td>0.415</td>
<td>0.473</td>
<td>0.453</td>
<td>0.510</td>
<td>0.490</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

ENHANCED THERMOPLASTIC PAVEMENT MARKING

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

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

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

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

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

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

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

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

Beads applied to the surface of the completed stripe shall be applied by an automatic double drop bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment. The Type 1 and Type 4 beads shall be automatically applied at a combined total minimum uniform rate of 8 to 10 pounds of glass beads to every 100 square feet. The Type 4
beads shall be applied first, and shall be followed immediately by the Type 1 bead application. They shall be applied across the entire line width, ensuring uniform application and embedment of the beads to 50-60% of the bead diameter.

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

ENHANCED THERMOPLASTIC PAVEMENT MARKING

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

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

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

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

METHOD OF MEASUREMENT.

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

ENHANCED THERMOPLASTIC PAVEMENT MARKING

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
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<tbody>
<tr>
<td>Enhanced Thermoplastic Pavement Marking White (__&quot;)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Enhanced Thermoplastic Pavement Marking Yellow (__&quot;)</td>
<td>Linear Foot</td>
</tr>
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<td>Enhanced Thermoplastic Pavement Marking (Words)</td>
<td>Each</td>
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<tr>
<td>Enhanced Thermoplastic Pavement Marking (Arrows)</td>
<td>Each</td>
</tr>
<tr>
<td>Enhanced Thermoplastic Pavement Marking (Railroad Emblems)</td>
<td>Each</td>
</tr>
<tr>
<td>Enhanced Thermoplastic Pavement Marking (Bike Emblems)</td>
<td>Each</td>
</tr>
</tbody>
</table>
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

IP VIDEO DETECTION SYSTEM

Section 733 Video Detector with Radio Interface of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 733.02 Materials is hereby amended by adding the following:

(h) Video Processor, Edge Card IP - Unit shall insert into a standard NEMA Vehicle Detector Rack taking the position of one slot in the detector rack. Unit shall output to the standard vehicle channels with the provision to add extender cards for additional detector channels. Units shall be available for one or two video detector (camera) inputs. The Video Processor, Edge Card, will be supplied with a video from the IP Addressable Video Detector. The interface connector shall be an RJ-45 type and shall be located on the back of the Central Control Unit.

(i) Video Edge Card Extender IP - Unit shall insert into a standard NEMA Vehicle Detector Rack taking the position of one slot in the detector rack. Unit shall output to standard vehicle channels utilizing output channels from Video Processor Edge Card. The Unit shall be in a 4-channel configuration.

(j) Vehicle Detector Rack - Unit consists of a standard NEMA TS2 Type 2 card rack unit with power supply, of the number of channels specified. The Unit shall be wired to be suitable for use with two (2) or four (4) channel card rack loop detectors, edge card video detectors, or video edge card extenders. Card rack shall be supplied with double width card slots if double width cards are utilized.

(k) Central Control Unit - A multi-channel processor (One Rack Unit 19" Format) shall be supplied. There shall be brackets to allow the CCU to be mounted under the shelves where a 19" frame is not available. The CCU shall be powered from an 110V or 220V, 50Hz or 60Hz supply. The CCU power consumption shall not exceed 20 Watts. The CCU shall utilize non-volatile memory technology to store on-board firmware and operational data. The CCU shall incorporate surge suppression for each video input. An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use a RJ-45 type connector mounted on the front panel of the CCU. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each VDS shall have the capability to be addressable. The VDP shall support data rates of up to 100Mbps. The CCU shall provide an SDLC connection to the Traffic Controller. The connector shall be a ‘D-15’ type, in compliance with NEMA TS-2 specifications. The CCU shall provide an indicator when the SDLC port is active. The CCU shall provide an indicator when the unit has power. The CCU shall provide an indicator when the unit is on line. The CCU shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CCU. The CCU shall provide an indicator when the Wi-Fi connection is active. The CCU shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system
parameters, such as camera health and VDP health, firmware version and camera air temperature. The display will be enabled and disabled with a switch on the CCU.

(l) Video Detector Alignment Unit - One programming module per job, for Zoom and focus of camera, shall be provided for alignment and setup of Detector. The module shall be given to the local government upon completion of the installation. The price for this unit shall be considered included in other items of the contract.

(m) Video Detector (IP) – The Video Detector (IP) shall meet the following:

1. The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

2. The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

3. The camera sensor shall allow the user to set the focus and field of view via the software. Camera sensor control from the controller cabinet shall communicate over a single Cat-5e or CAT6 cable. No additional wires shall be required.

4. The camera shall produce a usable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a usable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

5. The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the VDS algorithms.

6. The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

7. The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

8. The camera enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature,
to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear.

(n) Video Cable (Exterior Cat 5E) - The Ethernet Cable shall meet the following:

1. The Ethernet cable shall be environmentally hardened, outdoor rated 350 MHz Category 5e cable. The cable shall be riser rated, 24 AWG solid copper, have Polyolefin insulation, UV and oil resistant PVC jacket. Pair 1 shall be Blue, White/Blue, Pair 2 shall be Orange, White/Orange, Pair 3 shall be Green, White/Green and Pair 4 shall be Brown, White/Brown. The operating temperature shall be from -40° C to +70° C. The cable shall conform to the following standards: ISO/IEC 11801 Category 5e, NEMA WC 63, and ANSI/TIA/EIA 568-B.2 Category 5e. The cable shall be without splicing or joints for a single run. The contractor shall obtain instructions from the manufacturer about alternate architecture when length of a single run of CAT 5e cable exceeds 320 feet.

2. The RJ-45 plug connectors shall be used at both the camera and cabinet ends. The supplier of the video detection systems shall approve the Category 5e cable, RJ-45 connectors and crimping tool and the manufacturer’s instructions must be followed to insure proper connection.

(o) Video Monitor (CLR) – Where called or in the plans, a video monitor meeting the following shall be provided:

- Display –Color (CLR)
- Light Source - LED
- Size – 10" Diagonal
- HDMI – 2 Inputs
- VGA Input
- USB Input
- Video Input/Output
- Input Power – 12V DC

Subsection 733.03 Construction Requirements (C) Software is hereby deleted and the following substituted:

(C) Software - Software required for monitoring, setup and programming of the system shall be supplied as subsidiary to this special provision for the item “Video Processor” or “Video Processor, Edge Card”, of the number of channels specified. Two licensed copies shall be required for the job. Software shall be windows based and operate from
an IBM compatible, laptop with Windows XP or later operating system. If other programming device is required, one unit shall be supplied and it shall be considered subsidiary to this special provision.

Subsection 733.04 Method of Measurement is hereby amended by adding the following:

(i) Video Processor, Edge Card IP of the number of inputs specified shall be measured by the unit.

(j) Video Edge Card Extender IP shall be measured by the unit.

(k) Vehicle Detector Rack of the number channels specified shall be measured by the unit.

(l) Central Control Unit of the number channels specified shall be measured by the unit.

(m) Video Detector (IP) shall be measured by the unit.

(n) Video Cable (Exterior Cat 5E) of the type specified will be measured by the linear foot.

(o) Video Monitor (CLR) shall be measured by the unit.

Subsection 733.05 Basis of Payment is hereby amended by adding the following:

(i) Video Processor, Edge Card IP - Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price for Video Processor, Edge Card IP of the number inputs specified; which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools and incidentals necessary to complete the work.

(j) Video Edge Card Extender IP - Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price for Video Edge Card Extender; which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools, and incidentals necessary to complete the work.

(k) Vehicle Detector Rack - Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price for Vehicle Detector Rack of the number channels specified; which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools and incidentals necessary to complete the work. Controller cabinet modifications, and removal of equipment inside the cabinet, and other work necessary for installation of the device shall be considered included in the price of this item.
IP VIDEO DETECTION SYSTEM

(l) **Central Control Unit** - Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price for Central Control Unit of the number channels specified; which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools and incidentals necessary to complete the work. Controller cabinet modifications, and removal of equipment inside the cabinet, and other work necessary for installation of the device shall be considered included in the price of this item.

(m) **Video Detector (IP)** - Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price for Video Detector (IP); which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools and incidentals necessary to complete the work.

(n) **Video Cable (Exterior Cat 5E)** - Price bid for Video Cable (Exterior Cat 5E) of the type specified shall be full compensation for furnishing, installing and testing the cable; and for all equipment, tools, labor and incidentals necessary to complete the work.

(o) **Video Monitor (CLR)** – Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price bid per each Video Monitor (CLR); which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and for all labor, equipment, tools, and incidentals necessary to complete the work.

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<table>
<thead>
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<tr>
<td>Video Edge Card Extender IP</td>
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<tr>
<td>Vehicle Detector Rack ( ___ Channel)</td>
<td>Each</td>
</tr>
<tr>
<td>Central Control Unit ( ___ Channel)</td>
<td>Each</td>
</tr>
<tr>
<td>Video Detector (IP)</td>
<td>Each</td>
</tr>
<tr>
<td>Video Cable (Exterior Cat 5E)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Video Monitor (CLR)</td>
<td>Each</td>
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</table>
DESCRIPTION: Work under this item shall consist of the design, construction, and removal of a shoring or bracing system that may be required to retain the existing, temporary, or new roadway embankment and to maintain traffic during construction of culverts. The shoring system shall provide sufficient clearance for excavation and construction work and shall ensure the safety of the traveling public and workmen at all times.

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

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. 100837

COORDINATION OF WORK

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

Coordination of work will be necessary with the Contractor for Job 100959 and with any other contractors that may have active jobs adjacent to this project during the construction period.

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

The Contractor shall furnish the Engineer for approval a plan or schedule of his proposed work at the termini of the project as well as any intermediate points where coordination with another contractor will be necessary. He shall keep the Engineer informed or advised of any action or cause that might affect the successful coordination of work with other contractors.
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 $7500.

   (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 $7500 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. 100837

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:

\[
(A) + [(C) \times \text{(daily road user cost of $7500)}]
\]

= Bid amount for award consideration.

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

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

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

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

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

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

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

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

The Department will evaluate the Contractor’s documentation and analysis, and determine the time extension due, if any. The Department will not evaluate a request for an extension
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100837

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

JOB NO. 100837

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

6. Early Completion of Specified Site Use Work. The Contractor will be paid $7500 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 10 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 $7500 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.
PARTNERING REQUIREMENTS

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

The following is added to subsection 104.01:

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

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

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

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

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

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

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

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

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

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

a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.

b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.

c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.

d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.

e) Construction site posting.

i. For large construction sites (all sites five acres or above) – The first page of the e-Portal ADEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Department of Environmental Quality (ADEQ) Authorization Letter to Discharge Storm Water when it is sent by ADEQ.

ii. For small construction sites under five acres (automatic coverage sites) - the completed ADEQ Notice of Coverage for small sites from the ADEQ website.

PROJECT NAME AND LOCATION:

Job 100837, I-555/Hwy. 49 Intchng. Impvts. (Red Wolf Blvd.) (Jonesboro) (S)
ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 100837
STORM WATER POLLUTION PREVENTION PLAN

OPERATOR NAME AND ADDRESS:
Arkansas Department of Transportation
Name of District Engineer     Brad Smithee
Address of District Headquarters
2510 Highway 412 West, Paragould, AR 72451
P.O. Box 98, Paragould, AR 72451
Name of Resident Engineer (Contact Person)     Aaron Vowell
Contact Number     870-932-2339

A. Site Description

1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.

2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This job consists of constructing two loop ramps on new location of the I-555/Hwy. 49 Interchange, as well as other ramp improvements. There will also be construction of a new R.C. Box culvert and R.C. Box culvert extension.

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

a. Clearing and grubbing / Removal and Disposal of Items
b. Construction of Drainage Structures
c. Excavation and fill
d. Final grading and paving of new roadway
e. Seedbed preparation and final seeding

4) Total Acres Available: 17.23  Total Disturbed Area: 7.75

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The “total acres available” and “total disturbed areas” shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).
ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 100837
STORM WATER POLLUTION PREVENTION PLAN

5) Existing Site Information:
   a. Runoff Coefficient Based on attachment C:
      Before construction starts, the site has a runoff coefficient of __0.35__
      After construction is completed, the site will have a runoff coefficient of __0.58__
   b. Soil Information: Moderately plastic sandy soil

B. Responsible Parties-General Contractors, Inspectors, etc:
Refer to Contractor identification form in Section Q and the Inspector identification form in Section R. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)
   1) Location of Surface Water on Construction Site:
      The following surface waters are located on the construction site. List them by name with Station Numbers.
      a. Sta. 164+53, Ramp 1B – roadside ditch
      b. Sta. 169+16, Ramp 1B – roadside ditch
      c. Sta. 163+77, Ramp 3B – roadside ditch

   2) The following bodies of water receive runoff from the construction site:
      Name of Operator of Municipal Storm Sewer and/or Receiving Stream: City of Jonesboro
      Narrative Description of Nearest Water: roadside ditch thence to unnamed tributary thence to Whiteman Creek
      Name of Ultimate Receiving Water: St. Francis River

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

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

D. TMDL and 303(d) list can be found at:
(http://www.adeq.state.ar.us/water/planning/integrated/)

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

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

Statement 2:

___ Storm water discharges from this construction site enter a waterbody on the list of impaired waterbodies (303d list) for turbidity and/or other pollutant. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

* Storm water discharges from this site do not enter a waterbody with an approved TMDL for turbidity or other pollutant which could be impacted by roadway construction.

Statement 2:

___ Storm water discharges from this construction site enter a waterbody with an established TMDL allocation for turbidity and/or other pollutant. A TMDL has been written for the waterbody that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

1.) List TMDL assumptions and allocations: ____________________________

2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. ____________

E. Attainment of Water Quality Standards after Authorization: (Permit Pg. 4 of Part II)

BMPs have been selected and will be installed and maintained at the construction site that will minimize the discharge of pollutants as necessary to meet applicable water quality standards.

F. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.
ARKANSAS DEPARTMENT OF TRANSPORTATION
JOB NO. 100837
STORM WATER POLLUTION PREVENTION PLAN

G. Storm Water Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit Pg. 5 of Part II)

Complete descriptions and specifications for control measures may be found in the ARDOT’s Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.**

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.

(Construction Activity/Control/Timing)

1) Clearing and Grubbing, removal and disposal of items / silt fence / prior to soil disturbing activities
2) Construction of drainage structures / silt fence / ongoing
3) Excavation and fill / silt fence and ditch checks / ongoing
4) Rough and final grading of new ramps / temp. seeding and ditch checks / ongoing
5) Seedbed preparation / solid sodding and seeding / ongoing

2. Stabilization Practices: (Permit Pg. 5 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

- **X** Dust control - wet down dusty areas as needed/ongoing
- **X** Erosion control matting - As ditches are constructed
- **X** Geotextiles - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing
- **X** Limiting disturbed area - On seeded areas / ongoing
- **X** Mulches - Off-site tracking controls (Either stabilized exits and/or wheel washing)*
- **X** Preserving existing vegetation - as shown on the job plans/ongoing
- **X** Sod stabilization - As flared end sections are installed / As R.C. box culverts are constructed.
- **X** Temporary and permanent seeding - will be initiated within 14 days of
temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.

X Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of ADEQ. If encroachment is necessary within these required buffer zones, briefly describe the reason why.)

When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.

X Slope Tracking - As directed by RE

Other -

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

3. Structural Practices: (Permit Pg. 6 of Part II)

List of Structural Practices to be utilized and scheduling of implementation for that practice:

_____ Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or sized based on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) ________________

_____ Curb & gutter - ____________________________

X Ditch checks** - As ditches are constructed

_____ Diversion ditches - ____________________________

_____ Drainage swales - ____________________________

_____ Drop inlet silt fences - ____________________________

X Erosion Control Matting - As ditches are constructed

_____ Gabions - ____________________________

_____ Inlet & outlet protection - ____________________________

X Silt fences - Prior to soil disturbing activities

_____ Slope drains - ____________________________

_____ Storm sewer - ____________________________
H. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and all other activities that will generate wastes during the construction phase. (Permit Pg. 7 of Part II)

1) Solid material control, debris, and wastes:

All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USA Corps of Engineers Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to waterbodies.)

3) Temporary sanitary facilities:

Facilities will be provided and properly maintained by the Contractor in accordance with Subsection 107.06 of the Standard Specifications.

4) Concrete waste area:

Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

5) Fuel storage, hazardous materials, and truck washing areas:

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or
ARKANSAS DEPARTMENT OF TRANSPORTATION

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STORM WATER POLLUTION PREVENTION PLAN

other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

I. Non-Storm Water Discharges: (Permit Pg. 11-12 of Part I)

List of Anticipated Allowable Non-Storm Water Discharges*:

1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2
2) Landscape Irrigation
3) Pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.
4) Uncontaminated springs, excavation dewatering, and groundwater (Part I.B.13.C). If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

*Other Allowable Non-Storm Water Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

J. Post-Construction Storm Water Management: (Permit Pg. 7 of Part II)

 Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

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<th>Channel linings</th>
<th>Concrete ditch paving</th>
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<td>X</td>
<td>Culverts</td>
<td>Curb and gutter</td>
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<td>Detention basins</td>
<td>Drop inlets</td>
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<td>Dumped riprap</td>
<td>Floodgates</td>
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<td>Gabions</td>
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<td>Inlet &amp; outlet protection</td>
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<td>Retention pond</td>
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<td>X</td>
<td>Solid sodding</td>
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<td>Topsoil replacement</td>
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<td>Velocity dissipators</td>
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Velocity dissipation devices:

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<th>Concrete spillways</th>
<th>Grouted riprap</th>
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<tr>
<td>X</td>
<td>Permanent seeding &amp; mulch</td>
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<td>Solid sodding</td>
<td>Concrete ditch paving</td>
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<td>Dumped riprap</td>
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ARKANSAS DEPARTMENT OF TRANSPORTATION
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K. State or Local Programs: (Permit Pg. 8 of Part II)

The Arkansas State Highway Commission and the Arkansas Department of Transportation have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled, and maintained by the ARDOT. The ARDOT will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

This authority does not extend to the Contractor’s off-site operations. The Contractor is responsible for complying with all State and Local Programs in accordance with Subsection 107.01 of the Standard Specifications.

L. Inspections: (Permit Pg. 8 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

- **X** Every 7 days or
- _______ Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, and any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance, and reporting practices that will be used to maintain erosion and sediment controls at the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer’s specifications.
4. Controls will be replaced or modified if periodic inspections reveal the device is not performing as intended.
5. Approximate times of beginning and duration of storm events.
6. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.
7. A description of any discharges during inspections.
8. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
9. All site entrances and exits will be checked to ensure no off-site tracking.
10. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
11. In addition to inspection, records will be kept of the following:
   a. Dates when major grading activities occur,
   b. Dates when construction activities cease in an area, temporarily or permanently,
   c. Dates when an area is stabilized, temporarily or permanently.
**M. Maintenance:** All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery.** (Permit Pg. 9 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.4.M.

**N. Adverse Weather Conditions:** Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

**O. Endangered Species:** Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ArDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ArDOT Environmental Division at (501) 569-2522, or the U.S. Fish and Wildlife Service at (501) 513-4489.

**P. Employee Training:** ArDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.
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Q. Contractors: (Permit Pg. 3 of Part II)
All contractors should be identified in the plan. (a page should be included for each subcontractor).

THE CERTIFICATION BELOW SHALL BE COMPLETED AND INCLUDED IN EACH SUBCONTRACT. Copies of these certifications must be inserted at this location.

The Contractor/Subcontractor indicated below shall have responsibility for implementation of the pay items as listed below.

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All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed Name: __________________________

Signature: __________________________ Title: __________________________

Company Name: __________________________ Date: __________________________

Company Address: __________________________

Telephone Number: __________________________ ARDOT Job Number: __________________________
ARKANSAS DEPARTMENT OF TRANSPORTATION
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R. Inspectors: (Permit Pg. 3 of Part II)
Site inspectors should be identified in the plan.

ArDOT inspectors performing the erosion and sediment control inspection must complete the information below.

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<tr>
<th>Printed Name of ArDOT Inspector</th>
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ARKANSAS DEPARTMENT OF TRANSPORTATION

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STORM WATER POLLUTION PREVENTION PLAN

S. Plan Certification: (Permit Pg. 9 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, “this document” refers to the Storm Water Pollution Prevention Plan, “attachments” refers to the site map and inspection forms, and “system” is referencing the project site.

Printed Name: Trinity D. Smith

Printed Title: Engineer of Roadway Design

Signature: Trinity Smith

Date: 6-30-2020
ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100837

DELAY IN RIGHT OF WAY OCCUPANCY

Right of occupancy and use of the right of way for the following areas will be delayed until September 4, 2020, to allow for the completion of acquisition activities.

<table>
<thead>
<tr>
<th>Tract</th>
<th>Approximate Station Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2</td>
<td>155+62 to 163+50 Rt.</td>
</tr>
</tbody>
</table>

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

The following is added as a new subsection:

104.08 Value Engineering Change Proposals (VECP).

(a) General. The Contractor may submit a Value Engineering Change Proposal at any time after execution of the Contract by the Department. Any VECP submitted before this date shall be deemed to have been submitted on the date the Contract was executed by the Department and the time allowed for consideration of the VECP shall begin on that date. Any cost savings generated to the Contract as a result of a VECP submitted by the Contractor and approved by the Department shall be shared equally between the Contractor and the Department.

The Contractor may submit a VECP for an approved subcontractor. Subcontractors may not submit a VECP except through the Contractor.

Bid prices shall not be based on the anticipated approval of a VECP. If a VECP is rejected, the Contract shall be completed at the Contract bid prices.

If the Department determines that the time for response indicated in the submittal is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Department for review and the effect on the Contractor's schedule occasioned by the added time, the Department will evaluate the need for a time extension.

The Contractor shall have no claim against the Department for any delay to the Contract based on the failure to respond within the time indicated in the submittal if additional information is needed to complete the review.

VECPs contemplated are those that could produce a savings to the Department without impairing essential functions and characteristics of the facility; including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, and safety.

The Contractor may submit for review a “VECP Concept” provided that it contains enough information to clearly define the work involved and the benefits to be realized. Written notification by the Department that the review has been completed and that the “VECP Concept” appears to be favorable merely indicates that the engineering and plan development may continue for submittal of the VE Change Proposal and is not authorization for any construction work to begin. Should the final design not reflect the expected benefits, the Department may reject the “VECP Concept” and the VE Change Proposal without recourse by the Contractor.

(b) Submittal of Proposal. The following materials and information shall be submitted with each proposal:

1. A statement that the proposal is submitted as a VECP.

2. A description of the difference between the existing Contract and the proposed change, and the cooperative advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, desired appearance, and safety.
ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 100837
VALUE ENGINEERING

3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract features and requirements.

4. A complete analysis indicating the final estimate costs and quantities to be replaced by the Proposal compared to the new costs and quantities generated by the Proposal.

5. A statement specifying the date by which a Change Order adopting the Proposal must be executed to obtain the maximum cost reduction during the remainder of the Contract. This is the review time.

6. A statement detailing the effect the Proposal will have on the Contract time for completing the Contract.

7. A description of any previous use or testing of the Proposal and the conditions and results. If the Proposal was previously submitted on another Department project, indicate the date, Contract number, and the action taken by the Department.

(c) Conditions. VECPs will be considered only when all the following conditions are met:

1. VECPs, approved or not approved by the Department, apply only to the ongoing Contract(s) referenced in the Proposal and become the property of the Department. The Proposal(s) shall contain no restrictions imposed by the Contractor on their use or disclosure. The Department has the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the Proposal. The Department retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

2. If the Department is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently incorporated in a VECP, the Department will reject the Proposal and may proceed without obligation to the Contractor.

3. The Contractor shall have no claim against the Department for additional costs or delays resulting from the rejection of a VECP, including but not limited to, “VECP Concept” acceptance, engineering and development costs, loss of anticipated profits, increased material or labor costs.

4. The Department will determine if a Proposal qualifies for consideration and evaluation. It may reject any Proposal that requires excessive time or costs for review, evaluation, and/or investigations, or that is not consistent with the Department’s design policies and criteria for the project.

5. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal. Where modifications to the VECP, other than changes to the estimated quantities, are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were
ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 100837
VALUE ENGINEERING

constructed under the original contract requirements. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the Department for delay or for other costs.

6. The proposed work shall not contain experimental features but shall be proven features that have been used under similar or acceptable conditions on other projects or locations acceptable to the Department.

7. Proposals will not be considered if equivalent options are already provided in the Contract.

8. The savings generated by the Proposal must be sufficient to warrant a review and processing.

9. A Proposal changing the type and/or thickness of the pavement structure or revising quantities simply by adjusting grades will not be considered.

10. Additional information needed to evaluate Proposals, shall be provided in a timely manner. Untimely submittals of additional information will result in rejection of the Proposal. Where design changes are proposed, the additional information could include results of field investigations and surveys, design computations, and field change sheets. The review time shall be extended by the number of days between the request by the Department for additional information and the delivery of such additional information.

(d) Payment. If the VECP is accepted, the changes and payment will be authorized by Change Order.

Reimbursement will be made as follows:

1. The changes will be incorporated into the Contract by changes in quantities or unit prices of existing pay items, by the addition of new pay items, or any combination of these methods, as appropriate. Existing pay items are the original Contract pay items and any pay items that have been added to the Contract by Supplemental Agreement on or before the date the VECP is submitted.

2. The cost of the revised work as determined from the changes will be paid as specified in the Change Order. In addition, the Department will pay the Contractor 50 percent of the actual savings to the Department as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract bid prices. This payment will be made upon satisfactory completion of all work under the VECP.

3. Costs for “VECP Concept” acceptance, engineering and development, design, and implementation associated with the VECP are not eligible for reimbursement.

4. Payments as designated above will be made to the Contractor. If the VECP was originated by a subcontractor, the Contractor shall be responsible for any and all payments to the subcontractor arising from the approval of the VECP.
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 – CenterPoint Energy  
   *Contact Geoffrey Ford, 501-377-4549, 401 West Capitol Avenue, Suite 600, Little Rock, AR, 72201.*

   CenterPoint Energy has advised no adjustments are necessary.

2. Owner – City Water & Light (Electric)  
   *Contact Susan Meredith, 870-930-3321, P.O. Box 1289, Jonesboro, AR 72403-1289.*

   City Water & Light (Electric) has advised their adjustments are complete.

3. Owner – City Water & Light (Sewer)  
   *Contact Susan Meredith, 870-930-3321, P.O. Box 1289, Jonesboro, AR 72403-1289.*

   City Water & Light (Sewer) has been issued a work order and will coordinate adjustments with highway construction. CWL (Sewer) will be adjusting manholes to final elevation at 163+60 Rt. and 174+00 Rt..

4. Owner – City Water & Light (Water)  
   *Contact Susan Meredith, 870-930-3321, P.O. Box 1289, Jonesboro, AR 72403-1289.*

   City Water & Light (Water) has been issued a work order and will coordinate adjustments with highway construction. CWL (Water) will be adjusting valves to final elevation during construction.
5. Owner – Ritter Communications  
   Contact Alice Martin, 870-336-3476, 2400 Ritter Drive, Jonesboro, AR 72403.

Ritter Communications has advised no adjustments are necessary.

6. Owner – SuddenLink  
   Contact Chip Dunlap, 501-513-1772, 700 Exchange Ave., Conway, AR 72032.

Suddenlink has advised no adjustments are necessary.

The utility status was based on information received from the utility companies and the most current information available at this time; therefore, the dates are subject to change.

In case there is a delay beyond the estimated completion 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.

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.**
<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Facility Type</th>
<th>Location</th>
<th>Station Number</th>
<th>Est. Comp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CenterPoint Energy</td>
<td>Gas Facilities</td>
<td>Crossing</td>
<td>Throughout</td>
<td>No Adjustments</td>
</tr>
<tr>
<td>City Water &amp; Light (Electric)</td>
<td>Aerial Three-Phase &amp; Power Transmission</td>
<td>Crossing</td>
<td>Throughout</td>
<td>Adjustments Complete</td>
</tr>
<tr>
<td>City Water &amp; Light (Sewer)</td>
<td>Sewer Facilities</td>
<td>Various</td>
<td>Throughout</td>
<td>Coordinate with Construction</td>
</tr>
<tr>
<td>City Water &amp; Light (Water)</td>
<td>Water Facilities</td>
<td>Various</td>
<td>Throughout</td>
<td>Coordinate with Construction</td>
</tr>
<tr>
<td>Ritter Communications</td>
<td>Aerial Communications</td>
<td>Crossing</td>
<td>Throughout</td>
<td>No Adjustments</td>
</tr>
<tr>
<td>SuddenLink</td>
<td>Aerial Communications</td>
<td>Crossing</td>
<td>Throughout</td>
<td>No Adjustments</td>
</tr>
</tbody>
</table>
As specified in the Contract, liquidated damages for this project will be as shown in the following tables:

**WORKING DAY PROJECTS**

<table>
<thead>
<tr>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM MORE THAN TO AND INCLUDING</td>
<td>$</td>
</tr>
<tr>
<td>$ 0 $ 50,000</td>
<td>$ 400</td>
</tr>
<tr>
<td>50,000 100,000</td>
<td>700</td>
</tr>
<tr>
<td>100,000 500,000</td>
<td>800</td>
</tr>
<tr>
<td>500,000 1,000,000</td>
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<tr>
<td>1,000,000 2,000,000</td>
<td>1,300</td>
</tr>
<tr>
<td>2,000,000 5,000,000</td>
<td>1,500</td>
</tr>
<tr>
<td>5,000,000 10,000,000</td>
<td>1,900</td>
</tr>
<tr>
<td>10,000,000 15,000,000</td>
<td>2,000</td>
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<tr>
<td>15,000,000 20,000,000</td>
<td>2,100</td>
</tr>
<tr>
<td>20,000,000</td>
<td>2,500</td>
</tr>
</tbody>
</table>

**FIXED DATE PROJECTS**

<table>
<thead>
<tr>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM MORE THAN TO AND INCLUDING</td>
<td>$</td>
</tr>
<tr>
<td>$ 0 $ 50,000</td>
<td>$ 90</td>
</tr>
<tr>
<td>50,000 100,000</td>
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<tr>
<td>100,000 500,000</td>
<td>200</td>
</tr>
<tr>
<td>500,000 1,000,000</td>
<td>250</td>
</tr>
<tr>
<td>1,000,000 2,000,000</td>
<td>320</td>
</tr>
<tr>
<td>2,000,000 5,000,000</td>
<td>400</td>
</tr>
<tr>
<td>5,000,000 10,000,000</td>
<td>600</td>
</tr>
<tr>
<td>10,000,000</td>
<td>750</td>
</tr>
</tbody>
</table>
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.
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.
Section 110 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added as the last paragraph of Subsection 110.04(b):

On all projects let to contract after October 1, 2018, the project superintendent or supervisor (as defined in Subsection 105.06) must be certified in National Pollutant Discharge Elimination System (NPDES) through the University of Arkansas’ Center for Training Transportation Professionals (CTTP). The project superintendent or supervisor must provide proof of NPDES certification before any earth disturbing activities, including clearing and grubbing, or any installation of erosion control activities are allowed to begin.
ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

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

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

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.
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.
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.
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 4100, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, is hereby modified as follows:

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

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

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

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

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

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

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

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

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

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

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

(b) Acceptance. The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.
ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

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

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

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

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

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

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

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

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

Table 405-1
Design Requirements for Asphalt Concrete Hot Mix Base Course
(1-1/2″ [37.5 mm])

<table>
<thead>
<tr>
<th>Sieve (mm)</th>
<th>Percent Passing (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2″ (50.0)</td>
<td>100</td>
</tr>
<tr>
<td>1½″ (37.5)</td>
<td>90 - 100</td>
</tr>
<tr>
<td>1″ (25.0)</td>
<td>90 max.</td>
</tr>
<tr>
<td>No. 4 (4.75)</td>
<td>-</td>
</tr>
<tr>
<td>No. 8 (2.36)</td>
<td>15 - 41</td>
</tr>
<tr>
<td>No. 16 (1.18)</td>
<td>-</td>
</tr>
<tr>
<td>No. 30 (0.60)</td>
<td>-</td>
</tr>
<tr>
<td>No. 50 (0.30)</td>
<td>-</td>
</tr>
<tr>
<td>No. 200 (0.075)</td>
<td>0 - 6</td>
</tr>
</tbody>
</table>

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 | Design Gyration | Maximum Rut
(8000 cycles, 100 psi, 64°C) | 75 & 115 | 0.315 in. (8.000 mm)
 | 160 | 0.197 in. (5.000 mm)
 | 205 | 0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.
ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR voidS FOR ACHM MIX DESIGNS

Table 406-1 of Subsection 406.04, Construction Requirements and Acceptance, is hereby deleted and the following substituted therefor:

Table 406-1
Design Requirements for Asphalt Concrete Hot Mix Binder Course (1" [25 mm])

<table>
<thead>
<tr>
<th>Sieve (mm)</th>
<th>Control Points</th>
<th>Percent Passing (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½&quot; (37.5)</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>1&quot; (25.0)</td>
<td></td>
<td>90 - 100</td>
</tr>
<tr>
<td>¾&quot; (19.0)</td>
<td></td>
<td>90 max.</td>
</tr>
<tr>
<td>No. 4 (4.75)</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>No. 8 (2.36)</td>
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<td>19 - 45</td>
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<td>No. 16 (1.18)</td>
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</tr>
<tr>
<td>No. 30 (0.60)</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>No. 50 (0.30)</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>No. 200 (0.075)</td>
<td></td>
<td>1 - 7</td>
</tr>
</tbody>
</table>

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 Design Gyration Maximum Rut
(8000 cycles, 100 psi, 64ºC) 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.
Table 407-1 and Table 407-2 of Subsection 407.04, Construction Requirements and Acceptance, are hereby deleted and the following substituted therefor:

Table 407-1
Design Requirements for Asphalt Concrete Hot Mix Surface Course
(1/2" [12.5 mm])

<table>
<thead>
<tr>
<th>Control Points</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve (mm)</td>
<td></td>
</tr>
<tr>
<td>¾&quot; (19.0)</td>
<td></td>
</tr>
<tr>
<td>½&quot; (12.5)</td>
<td>90-100</td>
</tr>
<tr>
<td>3/8&quot; (9.5)</td>
<td>90 max.</td>
</tr>
<tr>
<td>No. 8 (2.36)</td>
<td>28-58</td>
</tr>
<tr>
<td>No. 16 (1.18)</td>
<td></td>
</tr>
<tr>
<td>No. 30 (0.60)</td>
<td></td>
</tr>
<tr>
<td>No. 50 (0.30)</td>
<td></td>
</tr>
<tr>
<td>No. 200 (0.075)</td>
<td>2-10</td>
</tr>
</tbody>
</table>

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 Design Gyration Maximum Rut
(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.
# Table 407-2
Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8" [9.5 mm])

<table>
<thead>
<tr>
<th>Control Points</th>
<th>Sieve (mm)</th>
<th>Percent Passing (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>½&quot; (12.5)</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>3/8&quot; (9.5)</td>
<td>90 - 100</td>
</tr>
<tr>
<td></td>
<td>No. 4 (4.75)</td>
<td>90 max.</td>
</tr>
<tr>
<td></td>
<td>No. 8 (2.36)</td>
<td>32 - 67</td>
</tr>
<tr>
<td></td>
<td>No. 16 (1.18)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>No. 30 (0.60)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>No. 50 (0.30)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>No. 200 (0.075)</td>
<td>2 - 10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Asphalt Binder Content</th>
<th>Design Value</th>
<th>% Air Voids</th>
<th>4.0</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% VMA</td>
<td>15.0 – 17.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Water Sensitivity Ratio</td>
<td>80.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>% Anti-strip</td>
<td>As Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fines to Asphalt Ratio*</td>
<td>0.6 – 1.6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wheel Tracking Test (8000 cycles, 100 psi, 64°C)</th>
<th>Design Gyration</th>
<th>Maximum Rut</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>75 &amp; 115</td>
<td>0.315 in. (8.000 mm.)</td>
</tr>
<tr>
<td></td>
<td>160</td>
<td>0.197 in. (5.000 mm)</td>
</tr>
<tr>
<td></td>
<td>205</td>
<td>0.197 in. (5.000 mm)</td>
</tr>
</tbody>
</table>

*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.
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.
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.
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

INCIDENTAL CONSTRUCTION

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

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

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

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

(2) Corrugated Polyethylene Tubing. The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm²) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
GUARDRAIL TERMINAL (TYPE 2)

Section 617 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The third paragraph of subsection 617.01 Description is hereby deleted and the following substituted therefor:

The item “Guardrail Terminal (Type 2)” shall consist of furnishing and installing an acceptable crashworthy end terminal for W-beam guardrail at the locations shown in the plans or as directed by the Engineer. The guardrail terminal shall be specifically designed as a W-beam guardrail terminal, and shall provide an anchor against which the full tensile strength of the rail can be developed for downstream hits while remaining crashworthy for end-on impacts. The guardrail terminal shall satisfy the Manual for Assessing Safety Hardware (MASH) Test Level 3 (TL-3). The guardrail terminal shall be of a configuration that will be compatible with the site geometry shown on the plans. Guardrail terminals that require additional grading or require anchoring outside the limits of the site shown on the plans will be acceptable; however, the cost of any additional site work shall be included in the price bid for the particular type of guardrail terminal used. Guardrail terminals shown on the plans shall be 50 feet (15 meters) in length. Any additional length of guardrail needed to fulfill the 50 feet (15 meters) requirement shall be included in the price bid for the particular type of guardrail terminal used.

The first paragraph of subsection 617.02(f), Guardrail Terminal (Type 2), is hereby deleted and the following substituted therefor:

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of MASH Test Level 3 (TL-3). All materials shall be new. Rail elements and posts shall meet the requirements above. All steel components shall be galvanized. All parts shall be clearly identified for proper assembly and replacement.
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.
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, contaminates, 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>
<thead>
<tr>
<th>Parameters</th>
<th>Reported as (units of measure)</th>
<th>Test Method</th>
<th>Required Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>pH Units</td>
<td>AASHTO R 51</td>
<td>5.0-8.5</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>%, wet weight basis</td>
<td>AASHTO R 51</td>
<td>&lt;60%</td>
</tr>
<tr>
<td>Organic Matter Content</td>
<td>%, dry weight basis</td>
<td>AASHTO R 51</td>
<td>&gt;30%</td>
</tr>
<tr>
<td>Particle Size</td>
<td>% passing a selected mesh size, dry weight basis</td>
<td>AASHTO R 51</td>
<td>99% passing a 2” sieve &lt;40% passing a 3/8” sieve</td>
</tr>
<tr>
<td>Physical Contaminates (man-made inert material)</td>
<td>%, dry weight basis</td>
<td>N/A</td>
<td>&lt;1%</td>
</tr>
</tbody>
</table>

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" to 3/8" 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.
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.
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:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filter Sock (___”)</td>
<td>Linear Foot (Meter)</td>
</tr>
</tbody>
</table>
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, 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.
Sections 712, 713, 714, 715, 728 and 730 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

Subsection 712.02(a) Materials for Span Wire Support Pole With Foundation is hereby deleted and the following is substituted therefor:

(a) Pole shafts shall comply with ASTM A 1011, SS, Grade 50 (345), ASTM A709, Grade 50 (345), ASTM A 595 Grade A, or ASTM A 572, Grade 50 or Grade 65. Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 712.02(c) Materials for Span Wire Support Pole With Foundation is hereby deleted and the following is substituted therefor:

(c) Anchor base plates shall comply with ASTM A709, Grade 36 (250). Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 712.02(e) Materials for Span Wire Support Pole With Foundation is hereby deleted and the following is substituted therefor:

(e) Hex nuts shall comply with AASHTO M 292 Grade 2H or ASTM A653 Grade 2H or ASTM A653 Grade DH or DH3 (Grade 10S or 10S3). The thread series shall correspond with that of the bolt furnished. Washers shall comply with ASTM F436. Galvanizing shall comply with AASHTO M 232 or ASTM B 695 Class 40 or 50. Nuts shall be galvanized by the same process as that of the bolts.

Subsection 712.02(f) Materials for Span Wire Support Pole With Foundation is hereby deleted and the following is substituted therefor:

(f) Concrete shall comply with Section 802 for Class S concrete. The Department will perform all acceptance sampling and testing at the frequencies shown for Contractor acceptance in Subsection 802.06. Reinforcing steel shall comply with Section 804 for Grade 60 steel.

The third paragraph of Subsection 713.02 Materials for Span Wire Assembly is hereby deleted and the following is substituted therefor:

Suitable cable ties shall be provided to suspend the traffic control cable at intervals not to exceed 18” (450 mm). Necessary eyebolts, washers, nuts, and fittings shall be galvanized steel complying with AASHTO M 232 or ASTM B695, Class 40 or 50.

Subsection 714.02(a) Materials for Traffic Signal Mast Arm and Pole with Foundation is hereby deleted and the following is substituted therefor:
(a) Poles and mast arms shall be ASTM A 1011, SS, Grade 50 (345), ASTM A709, Grade 50 (345), ASTM A 595 Grade A or ASTM A 572, Grade 50 or Grade 65. Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 714.02(c) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:

   (c) Anchor Base Plates shall be ASTM A709, Grade 36 (250). Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 714.02(e) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:

   (e) Hex nuts shall comply with AASHTO M 292 Grade 2H or ASTM A563 Grade DH or DH3 (Grade 10S or 10S3). The thread series shall correspond with that of the bolt furnished. Washers shall comply with ASTM F436. Galvanizing shall comply with AASHTO M 232 or ASTM B695, Class 40 or 50. Nuts shall be galvanized by the same process as that of the bolts.

Subsection 714.02(f) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:

   (f) Clamp Plates shall be ASTM A709, Grade 36 (250). Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 714.02(g) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:

   (g) Flange and Gusset Plates shall be ASTM A709, Grade 36 (250). Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 714.02(h) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:

   (h) Clamp and Flange Bolts shall be ASTM F3125, Grade A325, Type 1, Heavy Hex with the requirements of Annex A2. Galvanizing shall comply with AASHTO M 232 or ASTM B695, Class 40 or 50.

Subsection 714.02(i) Materials for Traffic Signal Mast Arm and Pole With Foundation is hereby deleted and the following is substituted therefor:
ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL FACILITIES

(i) Concrete shall comply with Section 802 for Class S concrete. The Department will perform all acceptance sampling and testing at the frequencies shown for Contractor acceptance testing in Subsection 802.06. Reinforcing steel shall comply with Section 804 for Grade 60 steel.

Subsection 715.02(c) Materials for Traffic Signal Pedestal Pole With Foundation is hereby deleted and the following is substituted therefor:

(c) Anchor Base Plates shall be ASTM A709, Grade 36 (250). Galvanizing shall comply with AASHTO M 111, Thickness Grade 100.

Subsection 715.02(e) Materials for Traffic Signal Pedestal Pole With Foundation is hereby deleted and the following is substituted therefor:

(e) Hex nuts shall comply with AASHTO M 292 Grade 2H or ASTM F436 Grade DH or DH3 (Grade 10S or 10S3). The thread series shall correspond with that of the bolt furnished. Washers shall comply with ASTM F436. Galvanizing shall comply with AASHTO M 232 or ASTM B695, Class 40 or 50. Nuts shall be galvanized by the same process as that of the bolts.

The fifth and sixth paragraphs of Subsection 728.02 Materials for Delineators are hereby deleted and the following are substituted therefor:

Steel posts for bridge rail installation shall be a 1” x 1” x 3/16” (25 mm x 25 mm x 4.76 mm) angle weighing 1.61 pounds per foot (2.4 kg/m), and manufactured from ASTM A709, Grade 36. Length of post and spacing of holes shall be as shown on the plans.

All delineators posts shall be hot dip galvanized in accordance with ASTM A123 and all fabrication, including punching or drilling holes, shall be completed before the posts are galvanized.

The second and third paragraphs of Subsection 730.02 Materials for Breakaway Sign Support are hereby deleted and the following are substituted therefor:

All structural steel, except pipe posts but including base plates on pipe posts, and steel fuse plates, shall comply with AASHTO M 270 Grade 50. Pipe posts shall be structural steel complying with ASTM A 53 Grade B pipe. Steel bolted or welded to the primary support posts and not affecting the breakaway function, may be AASHTO M 270 Grade 36.

All high strength bolts, nuts, and washers shall comply with ASTM F3125, Grade A325, Type 1, Heavy Hex with the requirements of Annex A2.
The third paragraph of **Subsection 730.03 Fabrication for Breakaway Sign Support** is hereby deleted and the following is substituted therefor:

All structural steel shall be galvanized after fabricating according to AASHTO M 111. All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B695, Class 40 or 50.
Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph 802.14(b), Permanent Steel Deck Forms, is hereby deleted and the following is substituted therefor:

(b) However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

(c) Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

(a) Carbon Steel. Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709, Grade 36 (250). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

(b) High Strength Low-Alloy Structural Steel. High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.
(c) **High-Yield-Strength, Quenched and Tempered Alloy Steel Plate.** High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

(d) **Structural Steel for Eyebars.** Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

(a) **Specifications.** High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overtapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

(b) **Required Tests.** High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:
1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.

2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.

3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

   \[
   \text{Torque} = 0.25 \cdot P \cdot D
   \]

   where:
   - Torque = Maximum Measured Torque (Foot-pounds [newton meter])
   - \( P \) = Measured Bolt Tension (pounds [kilonewtons])
   - \( D \) = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer’s certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of Subsection 807.26(b), Modification of Structural Welding Code, is hereby deleted and the following is substituted therefor:

(1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of Subsection 807.71, High Strength Bolt Connections, is hereby deleted and the following is substituted therefor:

(a) General. High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:
(a) **Inorganic Zinc-Rich Primer.** The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of Subsection 809.02(b), Armored Joint with Neoprene Strip Seal, is hereby deleted and the following is substituted therefor:

(b) **Armored Joint with Neoprene Strip Seal.** The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) **Steel Items.** Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.
Section 802 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth paragraph of Subsection 802.19(b)(1), Class 1, Ordinary Surface Finish, is hereby deleted and the following is substituted therefor:

The tops of caps shall be properly finished with a steel trowel to a smooth finish at the plan elevation and shall not be deformed, recessed, or irregular. Any misalignment in the area of the bridge seat shall be corrected to form a level surface. All corrective action (including changes to the finished elevation of the concrete surface) greater than 1/8” (3 mm) must be submitted to the Engineer for review and approval.
ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

REINFORCING STEEL FOR STRUCTURES

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.
ARKANSAS STATE HIGHWAY COMMISSION
PROPOSAL DOCUMENTS

PROPOSAL FOR CONSTRUCTING:
THE PURPOSE OF THIS PROJECT IS TO PROVIDE INTERCHANGE
IMPROVEMENTS INCLUDING THE CONSTRUCTION OF TWO LOOP RAMPS AT THE I-555
AND HIGHWAY 49 INTERCHANGE (RED WOLF BLVD.) IN THE CITY OF JONESBORO IN
CRAIGHEAD 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, GUARDRAIL, EROSION CONTROL ITEMS,
TRAFFIC SIGNAL ITEMS, PAVEMENT MARKING, AND MISC. ITEMS.

State Highway I-555 & 49, Section 3 & 3, in CRAIGHEAD
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 100837 FEDERAL AID PROJECT NHPP-9227(69)

Job Name: I-555/HWY. 49 INTCHNG. IMPVTS. (RED WOLF BLVD.) (JONESBORO) (S)

said project being approximately NO PROJECT LENGTH.

Proposal received until 1:30 p.m. on August 5, 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:

2. Supplemental Specifications.
5. Schedule of Items.

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.”
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.
## Schedule of Items

**State Job No.: 100837**  
**Job Name:** I-555/HWY. 49 INTCHG. IMPVTS.(RED WOLF BLVD.)(JONESBORO)(S)  
**Federal Aid Project:** NHPP-9227(69)  

**Date Estimated:** 6/17/2020  
**Date Revised:**  

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Arkansas Department of Transportation  
Schedule of Items

State Job No.: 100837  
Job Name: I-555/HWY. 49 INTCHNG. IMPVTS.(RED WOLF BLVD.)(JONESBORO)(S)  
Federal Aid Project: NHPP-9227(69)  

<table>
<thead>
<tr>
<th>Line Number</th>
<th>Item Code and Description</th>
<th>Estimated Quantity</th>
<th>Unit Bid Price</th>
<th>Price Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>0049</td>
<td>SP&amp;621 - TRIANGULAR SILT DIKE</td>
<td>200.000 LF</td>
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<tr>
<td>0050</td>
<td>623 - SECOND SEEDING APPLICATION</td>
<td>5.810 ACRE</td>
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<tr>
<td>0051</td>
<td>624 - SOLID SODDING</td>
<td>105.000 SQYD</td>
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<tr>
<td>0052</td>
<td>626 - EROSION CONTROL MATTING (CLASS 3)</td>
<td>231.000 SQYD</td>
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<td>0053</td>
<td>631 - CONCRETE BARRIER WALL (MEDIAN TYPE A)</td>
<td>530.000 LF</td>
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<tr>
<td>0054</td>
<td>631 - CONCRETE BARRIER WALL (PIER PROTECTION TYPE A)</td>
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<td>0055</td>
<td>SS&amp;632 - CONCRETE ISLAND</td>
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<td>0056</td>
<td>635 - ROADWAY CONSTRUCTION CONTROL</td>
<td>1.000 L.S.</td>
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<td>0057</td>
<td>SP&amp;701 - SYSTEM LOCAL CONTROLLER TS2-TYPE 2, E-NET (8 PHASES)</td>
<td>1.000 EACH</td>
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<td>0058</td>
<td>SP - ETHERNET SWITCH, T100 HARDENED (8-PORT)</td>
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<td>0059</td>
<td>SP - E-NET CABLE (EXTERIOR CAT 5E)</td>
<td>60.000 LF</td>
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<tr>
<td>0060</td>
<td>SP - LOCAL RADIO (E-NET 5.8) WITH ANTENNA</td>
<td>1.000 EACH</td>
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<tr>
<td>0061</td>
<td>SP - BATTERY BACKUP SYSTEM</td>
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<tr>
<td>0062</td>
<td>SP&amp;706 - TRAFFIC SIGNAL HEAD, LED, (1 SECTION, 1 WAY)</td>
<td>2.000 EACH</td>
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<tr>
<td>0063</td>
<td>SP&amp;706 - TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)</td>
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<tr>
<td>0064</td>
<td>SP&amp;706 - TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)</td>
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<tr>
<td>0065</td>
<td>708 - TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)</td>
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<td>708 - TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)</td>
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<td>708 - TRAFFIC SIGNAL CABLE (12C/14 A.W.G.)</td>
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<td>0068</td>
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<td>0069</td>
<td>SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)</td>
<td>359.000 LF</td>
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<td>0070</td>
<td>SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)</td>
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<td>0071</td>
<td>SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.)</td>
<td>72.000 LF</td>
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<tr>
<td>0072</td>
<td>SP - ELECTRICAL CONDUCTORS FOR LUMINAIRES</td>
<td>377.000 LF</td>
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<tr>
<td>0073</td>
<td>709 - GALVANIZED STEEL CONDUIT (2&quot;)</td>
<td>20.000 LF</td>
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<td>0074</td>
<td>710 - NON-METALLIC CONDUIT (2&quot;)</td>
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<td>0075</td>
<td>710 - NON-METALLIC CONDUIT (3&quot;)</td>
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<td>0076</td>
<td>711 - CONCRETE PULL BOX (TYPE 1 HD)</td>
<td>1.000 EACH</td>
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<tr>
<td>0077</td>
<td>711 - CONCRETE PULL BOX (TYPE 2 HD)</td>
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<td>0078</td>
<td>SS&amp;714 - TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34&quot;)</td>
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<td>0079</td>
<td>SS&amp;714 - TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (54&quot;)</td>
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<tr>
<td>0080</td>
<td>SP - LED LUMINAIRE ASSEMBLY</td>
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<td>0081</td>
<td>SP - SERVICE POINT ASSEMBLY (2 CIRCUITS)</td>
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<td>0082</td>
<td>SP - REMOVAL OF TRAFFIC SIGNAL EQUIPMENT</td>
<td>1.000 L.S.</td>
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<td>0083</td>
<td>718 - REFLECTORIZED PAINT PAVEMENT MARKING WHITE (8&quot;)</td>
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<td>0084</td>
<td>719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6&quot;)</td>
<td>1,842.000 LF</td>
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<td>0085</td>
<td>719 - THERMOPLASTIC PAVEMENT MARKING WHITE (24&quot;)</td>
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<td>1,710.000 LF</td>
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<td>0087</td>
<td>719 - THERMOPLASTIC PAVEMENT MARKING (WORDS)</td>
<td>7.000 EACH</td>
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<tr>
<td>0088</td>
<td>719 - THERMOPLASTIC PAVEMENT MARKING (ARROWS)</td>
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<td>0089</td>
<td>SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (6&quot;)</td>
<td>2,521.000 LF</td>
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<td>0090</td>
<td>SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (8&quot;)</td>
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<td>SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING YELLOW (6&quot;)</td>
<td>1,820.000 LF</td>
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<td>0092</td>
<td>721 - RAISED PAVEMENT MARKERS (TYPE II)</td>
<td>485.000 EACH</td>
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<td>0093</td>
<td>SS&amp;731 - TEMPORARY IMPACT ATTENUATION BARRIER</td>
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<td>0094</td>
<td>SS&amp;731 - TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)</td>
<td>5.000 EACH</td>
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<td>0095</td>
<td>SP&amp;733 - VIDEO DETECTOR (IP)</td>
<td>3.000 EACH</td>
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<tr>
<td>0096</td>
<td>SP&amp;733 - VIDEO CABLE (EXTERIOR CAT 5E)</td>
<td>415.000 LF</td>
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</tbody>
</table>
Arkansas Department of Transportation  
Schedule of Items

State Job No.: 100837  
Job Name: I-555/HWY. 49 INTCHNG. IMPVTS.(RED WOLF BLVD.)(JONESBORO)(S)  
Federal Aid Project:  

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<tbody>
<tr>
<td>0097</td>
<td>SP&amp;733 - VIDEO MONITOR (CLR)</td>
<td>1.000 EACH</td>
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<tr>
<td>0098</td>
<td>SP&amp;733 - VEHICLE DETECTOR RACK (16 CHANNEL)</td>
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<tr>
<td>0099</td>
<td>SP&amp;733 - CENTRAL CONTROL UNIT (8 CHANNEL)</td>
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<tr>
<td>0100</td>
<td>SP&amp;733 - VIDEO PROCESSOR, EDGE CARD IP (2 CAMERA)</td>
<td>2.000 EACH</td>
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<tr>
<td>0101</td>
<td>801 - UNCLASSIFIED EXCAVATION FOR STRUCTURES-ROADWAY</td>
<td>353.000 CUYD</td>
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<tr>
<td>0102</td>
<td>SS&amp;802 - CLASS S CONCRETE-ROADWAY</td>
<td>146.550 CUYD</td>
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<tr>
<td>0103</td>
<td>SS&amp;804 - REINFORCING STEEL-ROADWAY (GRADE 60)</td>
<td>20,273.000 LB</td>
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</table>

Section 01 Total: ____________________
Subtotal: ____________________

0104 601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)  

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 $7,500/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.

AFFIDAVIT

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:

<table>
<thead>
<tr>
<th>APPLIED TO</th>
<th>INITIATING AGENCY</th>
<th>DATES OF ACTION</th>
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</table>

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. ____________________________________________ (Name of Bidder)
F.A.P. No. ________________________________________ (Signature)
(Date Executed) __________________________ (Title of Person Signing)

The following Notary Public certification is OPTIONAL and may or may not be completed at the contractor's discretion.

State of __________________________)
County of ________________________ )ss.
______________________________________, being duly sworn, deposes and says that he is _____________________________________________ of __________________________,

______________________________________, (Title) (Name of Bidder)
and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of ____________________________, 20_____. My commission expires: _________________________________.

______________________________________________
(Notary Public)

(NOTARY SEAL)
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.

<table>
<thead>
<tr>
<th>Bid Number/Contract Number</th>
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<tbody>
<tr>
<td>Description of product or service</td>
<td></td>
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<tr>
<td>Contractor name</td>
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</table>

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

CERTIFICATION

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.
The Department is required by 49 CFR 26.11, to create and maintain a master bidder’s list of all firms attempting to participate on federally assisted projects. Therefore, the Contractor should provide the names and addresses of all subcontractors, truckers or material suppliers that bid or provided quotes on any item on the project, regardless of whether or not the quotes were used in preparing the proposal. DBE contractors should be indicated by placing an X in the box preceding the firm’s name. The general type of work to be performed, i.e., (01) removal and disposal items (including clearing and grubbing), (02) earthwork (including drainage items), (03) hauling, (04) paving (PCCP or ACHM), (05) miscellaneous concrete, (06) traffic control, (07) erosion control, (08) signals/electrical, (09) structures (includes steel suppliers), (10) material (aggregate) supplier (11) miscellaneous items should be shown.

<table>
<thead>
<tr>
<th>DBE</th>
<th>FIRM NAME ADDRESS</th>
<th>TYPE OF WORK (Enter Code)</th>
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ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 100837

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.
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 12.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

<table>
<thead>
<tr>
<th>NAME &amp; ADDRESS</th>
<th>LINE #</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
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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.

__________________________________________  By: ________________________________
(Contractor)                                  Title: ______________________________

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

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<tr>
<th>DBE Firm:</th>
<th>DBE Owner or Authorized Representative’s Signature:</th>
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Contractor’s Certification Statement for National Pollutant Discharge Elimination System (NPDES) Construction Storm Water Permit Number ARR150000.

All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed Name: ________________________________
Signature: ________________________________ Title: ________________________________
Company Name: ________________________________ Date: ________________________________
Company Address: ________________________________
Telephone No.: ________________________________ ArDOT Job Number: ______