

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS

FOR THE CONSTRUCTION OF

STATE JOB NO. 100633

FEDERAL AID PROJECT STPF-0028(60)

PARAGOULD – NORTH (S)

STATE HIGHWAY 49 SECTION 2

IN GREENE COUNTY

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

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



CAUTION TO BIDDERS

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

- Have you contacted ARDOT (pmd@ardot.gov or 501-569-2261) to become an eligible bidder? This is required to submit a bid in the letting and must occur by 4:30pm the day prior to the letting.
- Have you acknowledged all Addenda by email or fax?
- Is the unit price entered appropriate for the item?
- Have you entered a unit price for each bid item except in the case of authorized alternate pay items? (A zero bid (\$0.00) is a valid price and will be considered.)
- Have you checked the Schedule of Items for various pay items that may have a minimum or maximum unit bid price? (Refer to the Standard Specifications for further information concerning these items)
 - ✓ Asphalt Binder
 - ✓ Relocating Precast Concrete Barrier
 - ✓ Water
 - ✓ Mobilization
- Have you limited your bid for Mobilization to five percent (5%) of the subtotal?
- For Federal-aid projects, did you complete the Certification for Federal aid Contracts?
- Prior to submitting your bid, did you check for error messages, and are all the folders "green"?
- If submitting a paper copy of the Proposal Guaranty (Bid Bond) is it signed by an officer of your company **AND** the Surety Agent?
- Did you ensure your Proposal Guaranty (if you are submitting a paper bond) will arrive prior to the time and date stated on Page 2 of the Proposal Documents?

1-17-08
Revised: 6-1-09
Revised: 2-15-12
Revised: 1-15-15
Revised: 5-26-16
Revised: 11-17-17
Revised: 7-5-23

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT 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 ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, Arkansas 72203-2261, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

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

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

TITLE VI CONTRACT PROVISIONS

APPENDIX A

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

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

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

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

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

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

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

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

TITLE VI CONTRACT PROVISIONS

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number 100633

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

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - WAGE RATE DETERMINATION
FHWA-1273	SUPPLEMENT - TRAINING PROGRAM - JOB 100633
JOB SP	CARGO PREFERENCE ACT REQUIREMENTS
JOB SP	GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
JOB SP	DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES
JOB SP	PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
JOB SP	BUY AMERICA - CONSTRUCTION MATERIALS
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	LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS
JOB SP	NESTING SITES OF MIGRATORY BIRDS
JOB SP	SOIL STABILIZATION
JOB SP	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
JOB SP	PERCENT AIR VOIDS AND NDESIGN FOR ACHM SURFACE MIX DESIGNS
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	PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)
JOB SP	PRICE ADJUSTMENT FOR FUEL
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
JOB SP	COLD MILLING - COUNTY PROPERTY
JOB SP	CLASS C FLY ASH IN PORTLAND CEMENT CONCRETE PAVEMENT AND CLASS S(AE) CONCRETE
JOB SP	BROADBAND INTERNET SERVICE FOR FIELD OFFICE
JOB SP	MAINTENANCE OF TRAFFIC

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JOB SP	CONSTRUCTION PROJECT INFORMATION SIGN
JOB SP	REMOVAL OF PERMANENT PAVEMENT MARKINGS
JOB SP	PLASTIC PIPE
JOB SP	EXTENSION FOR PIPE CULVERTS
JOB SP	CONCRETE BRIDGE DECK CURING AND SURFACE TREATMENT RESTRICTIONS
JOB SP	TIMBER PILING FOR SOIL DENSIFICATION AND REINFORCEMENT
JOB SP	DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES
JOB SP	SHORING FOR CULVERTS
JOB SP	SHORING
JOB SP	WELLHEAD PROTECTION
JOB SP	PROSECUTION AND PROGRESS WITH BID SCHEDULE
JOB SP	AIRPORT CLEARANCE REQUIREMENTS
JOB SP	SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT
JOB SP	PARTNERING REQUIREMENTS
JOB SP	CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS
JOB SP	STORM WATER POLLUTION PREVENTION PLAN
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 102-3	PREQUALIFICATION OF BIDDERS
SS 103-2	CONTACT INFORMATION FOR MOTORIST DAMAGE CLAIMS
SS 105-4	MAINTENANCE DURING CONSTRUCTION
SS 107-2	RESTRAINING CONDITIONS
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 307-1	CEMENT
SS 308-1	CEMENT
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

Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
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SS 400-7	TRACKLESS TACK
SS 404-3	DESIGN OF ASPHALT MIXTURES
SS 409-2	ASPHALT LABORATORY FACILITY
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 410-2	DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS
SS 410-4	EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL
SS 416-1	RECYCLED ASPHALT PAVEMENT
SS 501-2	CEMENT
SS 505-1	PORTLAND CEMENT CONCRETE DRIVEWAY
SS 600-2	INCIDENTAL CONSTRUCTION
SS 603-1	LANE CLOSURE NOTIFICATION
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 604-3	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)
SS 605-1	CONCRETE DITCH PAVING
SS 606-1	PIPE CULVERTS FOR SIDE DRAINS
SS 617-1	GUARDRAIL TERMINAL (TYPE 2)
SS 617-2	GUARDRAIL DELINEATORS
SS 620-1	MULCH COVER
SS 632-1	CONCRETE ISLAND
SS 800-1	STRUCTURES
SS 802-3	CONCRETE FOR STRUCTURES
SS 802-4	CEMENT
SS 804-2	REINFORCING STEEL FOR STRUCTURES
SS 807-2	STEEL STRUCTURES

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

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

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

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

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

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

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

2. Equal Employment Opportunity Policy.

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

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

3. Equal Employment Opportunity Officer.

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

4. Dissemination of Policy.

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

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

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

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

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

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

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

5. Recruitment.

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

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

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

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

6. Personnel Actions.

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

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

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

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

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

7. Training and Promotion.

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

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

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

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

8. Unions.

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

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

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

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

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

9. Subcontracting.

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

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

10. Records and Reports.

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

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

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

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

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

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

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

11. Corrective Action Plans.

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES

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

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

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

MINORITIESCOUNTY

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

FEMALES

Statewide - 6.9%

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

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

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7/26/96
Rev. 2/11/98
Rev. 2/20/03
Rev. 7/27/06
Rev. 10/24/06
Rev. 9/16/13
Rev. 8/22/17
Rev. 12/13/23

**FHWA-1273 SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1. Equal Employment Opportunity – Know Your Rights	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: <ul style="list-style-type: none"> a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures. e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities. *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	*Union Contractors Only U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management - ARDOT

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**FHWA-1273 SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

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

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Rev. 10/24/06
Rev. 9/16/13
Rev. 8/22/17
Rev. 12/13/23

**FHWA-1273 SUPPLEMENTAL SPECIFICATION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

POSTER OR DOCUMENT REQUIRED REQUIRED BY WHERE TO OBTAIN

- | | | | |
|-----|---|---|-------------------------|
| 12. | Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300)
The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form. | U. S. Department of Labor (OSHA)
Public Law 91-596 | ARDOT Resident Engineer |
| 13. | Family and Medical Leave Act of 1993 (WH-1420)
Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year. | U. S. Department of Labor | ARDOT Resident Engineer |
| 14. | Employee Polygraph Protection Act (WH-1462) | U. S. Department of Labor | ARDOT Resident Engineer |
| 15. | Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act) | U. S. Department of Labor | ARDOT Resident Engineer |
| 16. | Arkansas Department of Labor Notice to Employer & Employee | Arkansas Department of Labor | ARDOT Resident Engineer |
| 17. | Pay Transparency Nondiscrimination Provision | U. S. Department of Labor (OFCCP) | ARDOT Resident Engineer |

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

"General Decision Number: AR20240138 01/05/2024

Superseded General Decision Number: AR20230138

State: Arkansas

Construction Type: Highway

County: Greene County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION

Modification Number Publication Date
 0 01/05/2024

SUAR2014-010 07/21/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.68	0.00
CARPENTER, Excludes Form Work....	\$ 15.92 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.36 **	0.00
FENCE ERECTOR.....	\$ 11.80 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.50 **	0.00
INSTALLER - GUARDRAIL.....	\$ 15.80 **	0.00
IRONWORKER, REINFORCING.....	\$ 14.20 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.95	9.26
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.95 **	0.00
LABORER: Common or General.....	\$ 13.57 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.51 **	0.00
OPERATOR: Asphalt Plant.....	\$ 17.67	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.73	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.49	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94 **	0.00
OPERATOR: Bulldozer.....	\$ 18.01	0.00
OPERATOR: Crane.....	\$ 27.75	0.00
OPERATOR: Grade Checker.....	\$ 19.30	0.00
OPERATOR: Grader/Blade.....	\$ 19.75	0.00
OPERATOR: Loader.....	\$ 13.77 **	0.00
OPERATOR: Mechanic.....	\$ 22.42	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.06 **	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
 SUPPLEMENTAL SPECIFICATION
 WAGE RATE DETERMINATION

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.31 **	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.30	0.00
OPERATOR: Roller.....	\$ 15.48 **	0.00
OPERATOR: Scraper.....	\$ 17.78	0.00
OPERATOR: Screed.....	\$ 15.91 **	0.00
OPERATOR: Tractor.....	\$ 18.31	0.00
PILEDRIVERMAN.....	\$ 18.75	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.76 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.97 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.64 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.75 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.74	0.00
TRUCK DRIVER: Water Truck.....	\$ 16.09 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 10.75 **	0.00

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

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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

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

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

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

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

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END OF GENERAL DECISION"

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100633

TRAINING PROGRAM

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

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

The number of training slots to be trained under the special provision will be 4. A training slot will consist of 520 to 1040 hours.

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100633

TRAINING PROGRAM

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

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

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

- Name
- Address
- Telephone Number
- Social Security Number
- Race/Ethnic Origin
- Gender
- Training Classification
- Training Starting Date
- Classification(s) previously trained and date training was completed (if applicable)

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100633

TRAINING PROGRAM

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100633

TRAINING PROGRAM

TRAINING COMMITMENT FORM

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

Training Program _____

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

Company Representative

Title

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

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 100633

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A Disadvantaged Business Enterprise (DBE) goal of 6.0% 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 100633

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:

https://www.ardot.gov/wp-content/uploads/2021/01/DBE_Log.xlsx

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**

Job Number _____ Prime Contractor _____
 Estimate No. _____ DBE Subcontractor _____
 Estimate Ending Date _____ Date Payment Made to DBE _____

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

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate

Retainage Withheld This Estimate

Net Total This Estimate

_____% Retainage 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 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 _____	Verified	By _____
	Date _____		Date _____

RE Initials _____

Arkansas Department of Transportation
DBE Prime Contractor Payment Log

Job Number _____ DBE Prime Contractor _____

Estimate No. _____

Estimate Ending Date _____

Item Code*	Item Description	Contract Unit Price	Sub Unit Price	Quantity	Value Earned By DBE Prime

* 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 _____ Date _____
Verified By _____ Date _____
RE Initials _____

**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 _____

Item Code*	Item Description	2nd Tier Unit Price	Quantity	Value Earned by 2 nd Tier

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	_____
Retainage Withheld This Estimate	_____
Net Total This Estimate	_____
_____% Retainage	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	Verified	RE Initials
By _____	By _____	_____	
Date _____	Date _____	_____	

**ARKANSAS DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF PAYMENT**

JOB _____ F.A.P. _____

JOB NAME _____

ORIGINAL CONTRACT AMOUNT \$ _____ DBE GOAL \$ _____*
(Contract Commitment)

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:

<u>DBE Subcontractor(s)</u>	<u>Amount Paid</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
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. 12-13-16
Rev. 11-07-19
Rev. 3-8-24

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 100633

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. 100633

**DISADVANTAGED BUSINESS ENTERPRISE
BIDDER'S RESPONSIBILITIES**

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

**PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

- 1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 100633****BUY AMERICA - CONSTRUCTION MATERIALS**

Description: **Section 106, Control of Material**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as **Subsection 106.01(c) Construction Materials**

Buy America – Construction Materials. (1) General. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021 (BIL Build America, Buy America Act Publication L. No. 117-58). This provision expands the Buy America requirements beyond what was only required for steel and iron products. The steel and iron provisions have not changed with the new law. Buy America requirements are in effect only on Federal-Aid contracts and all construction materials shall be produced/manufactured in the United States. Items specifically excluded from this requirement are cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives (including asphalt binders). All other materials permanently incorporated into the project will be subject to Buy America requirements.

(2) Definitions. A construction material includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable);
- glass (including optic glass);
- lumber; or
- drywall.

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials listed above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America, Buy America provisions specified for manufactured products in Section 70912(6)(B) of the Infrastructure Investment and Job Act (IIJA) do not apply to federal-aid construction projects per FHWA's existing statutory requirement applicable to manufactured products. A "manufactured product" is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a construction project.

All construction materials shall be produced in the United States. This means all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

(3) Compliance. The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the Department. It is the contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated into the project.

Buy America requirements do not apply to temporary elements not permanently incorporated into a project. This includes falsework, temporary sheet piling, detour bridges, temporary elements left in place at the contractor's convenience, unless the contract plans and specifications require steel or iron components or imply that the item be left in place, or items that are simply moved from one place to another within the same project. Buy America only applies to construction

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BUY AMERICA - CONSTRUCTION MATERIALS

materials that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, removed at or before completion of the project.

(4). Certification. The contractor shall provide a certification from the supplier for each construction material, stating that it meets the provisions of this specification or the Build America/Buy America act, prior to incorporating any construction material into the project. The supplier certifying may be the original manufacturer, fabricator, or vendor provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification.

(5). Examples of Pay Items Affected. The following are items from the Standard Specifications that must meet the requirements of this specification. This list is provided for bidders' information and is not to be considered as all-inclusive as other items covered by the standard specifications, supplemental specifications, and special provisions may also fall under these requirements:

Non-Ferrous Metals	
Item	Specification Section
Aluminum Pipe Culverts	606
Aluminum Chain Link Fence	619
Aluminum Gates	619
Mailboxes	637
Electrical Conductors	700, 708
Ground Rods	701, 712, 714, 715
Loop Wiring	704
Feeder Wire	704
Traffic Signal Cable	708
Sign Supports	724, 730
Sign Panels	723, 725, 726, 727, 728
Video Cable	733
Metal Bridge Railing	806
Bridge Name Plates	812

Plastic/Polymer Based Products	
Item	Specification Section
Polyethylene Pipe Culverts	606
PVC Pipe Culverts	606
RC Pipe Culvert Gaskets	606
Drop Inlet Steps	609, 610, 640
ABS or Polyethylene Pipe for Underdrains	611
PVC Pipe for Underdrain Laterals	611
Filter Fabrics	611, 625, 629, 816
Geotextile Fabrics	625
Tactile Panels for Wheelchair Ramps	641
Non-Metallic Conduit (PE & PVC)	710
Sand Barrels/Lids for Impact Attenuation Barriers	731

ARKANSAS DEPARTMENT OF TRANSPORTATION

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BUY AMERICA - CONSTRUCTION MATERIALS

Glass	
Item	Specification Section
Glass Beads (drop on application)	718, 719
Fiber Optic Cable	Job SP
Windows in Building Construction	Job SP

Lumber	
Item	Specification Section
Wood Guard Rail Posts	617, 639
Wood Block Outs for Guardrail	617,639
Wood Posts for Guard Cable	618
Fence Posts and Braces (Type A, B, C and D)	619
Mailbox Supports	637
Treated Wood Poles	716
Treated Lumber	817
Treated Bridge Timbers	817
Timber Piling	818
Framing Lumber, Plywood, Trim Lumber in Building Construction	Job SP

Drywall	
Item	Specification Section
Drywall in Building Construction	Job SP

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

The following paragraph has been added to **Subsection 102.01**.

A contractor with common officers/owners/partners of any firm, partnerships, joint ventures, or corporations that is seeking prequalification, has been prequalified, or has entered into a previous or current contract with the Commission may have the prequalification denied, limited, or revoked for the reasons listed in Subsection 102.04(a)-(m).

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BIDDING REQUIREMENTS AND CONDITIONS

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BIDDING REQUIREMENTS AND CONDITIONS

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BIDDING REQUIREMENTS AND CONDITIONS

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.
 - (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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BIDDING REQUIREMENTS AND CONDITIONS

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.

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. 100633

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. 100633

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 <https://ardot.gov/divisions/construction/doc-express/>.

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

ASSESSMENT OF WORKING DAYS – MAINTENANCE OF TRAFFIC

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

FLEXIBLE BEGINNING OF WORK – CALENDAR DAY CONTRACT

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

Subsection 108.02(b)(4) b. Working Day Contract. is hereby deleted and the following is substituted therefor:

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

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

Subsection 108.02(c) is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 100633****LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS**

Department Standard Specification **Section 102.04** and **Supplemental Specification 102-2** state that the Department reserves the right to refuse to issue, accept, or consider a proposal:

“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.”

If the prospective bidder goes into liquidated damages on a current Contract with the Commission during the advertisement period for a letting, the Contractor will be notified seven business days prior to the letting that they will not be allowed to bid in the upcoming letting. This notification will be officially transmitted through Doc Express for the project in liquidated damages and via email.

Upon notification that they will not be allowed to bid in the upcoming letting, the Contractor will be provided an opportunity to request a reconsideration of this decision. This request must be transmitted in the form of a letter through Doc Express and via email to the Department for review within two (2) business days of receipt. The Department will review the reconsideration request and render a decision no later than the Friday prior to the letting.

Please note, a bid may be withdrawn at any time prior to the time specified for the bid letting. If a Contractor has been notified that they will not be allowed to bid, and they do not withdraw their bid, the bid will be considered invalid and rejected.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 100633
NESTING SITES OF MIGRATORY BIRDS

DESCRIPTION: All structures on this project, including new, temporary, and existing bridges and/or culverts, may be the nesting sites of migratory birds. These birds include, but are not limited to, swallows and phoebes. The birds and their habitat are protected under the Migratory Bird Treaty Act. Demolition of or construction activities on bridge and culvert structures that might disrupt egg incubation or feeding and sheltering of young migratory birds shall not occur without written permission from the Engineer.

If construction is planned on bridges or culverts when migratory birds are actively building nests, the Contractor shall utilize Option 1 and/or 2 below to deter birds from nesting to allow construction activities to proceed.

CONSTRUCTION METHODS: Restrictions to the Contractor's activities shall include, but are not limited to, the following:

- 1) Demolition of or construction activities on structures (i.e. sand blasting, painting, etc.) will not be permitted when migratory bird nests are considered active without written permission from the Engineer. This normally occurs in Arkansas from March 1 to August 31, but may occur outside of those dates during unusual weather events. The Contractor shall submit to the Engineer details for all work proposed to be performed on the structure from March 1 to August 31, or while nests are active with eggs or young. A determination will be made by the Engineer within 10 business days concerning the possible impacts of the work and will then accept or reject the Contractor's proposal.
- 2) **OPTION 1** - The Contractor shall prevent birds from nesting by erecting netting at any time outside of the active nesting season (generally after August 31 to March 1). The Contractor may be allowed to erect netting during the active nesting season if no active nest is present on the bridge or structure. Net openings shall be ½ inch or smaller after installation. Birds that nest despite prevention efforts shall not be removed or disturbed. Netting shall be installed securely and maintained in such a manner that it will not pose a safety hazard.
- 3) **OPTION 2** – The Contractor may remove inactive nests (those with no eggs or young) via hydro-cleaning or scraping at any time outside of the nesting season (generally after August 31 to March 1). The Contractor will be allowed to scrape or hydro-clean daily to remove any mud or debris placed on the structure by birds attempting to nest, as long as there are no eggs or young in the nests or partial nests. Adult birds cannot be harmed, injured, or harassed in any way except by removal of the unoccupied nests. Exclusionary netting does not have to be used if the Contractor agrees to be diligent and make sure no birds are allowed to nest on the structure.
- 4) No other methods of deterrence will be permitted without written approval of the Engineer.
- 5) Migratory birds can build nests very quickly, specifically, in less than two days. If the Contractor allows even one nest on the structure to become active (containing eggs or young birds), they shall be required to stop construction/demolition until the young have voluntarily left the nest (up to six weeks), or get approval through the Engineer from the ARDOT Environmental Division to work around the birds in a manner that does not disrupt incubation, feeding, and/or sheltering of the birds.

ARKANSAS DEPARTMENT OF TRANSPORTATION
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NESTING SITES OF MIGRATORY BIRDS

- 6) If no birds are nesting on or in the bridge or culvert structures between March 1 and August 31, a request may be made to the Engineer to allow demolition or construction to proceed. The Engineer will make the final determination concerning the presence or absence of nesting migratory birds within ten business days and will accept or reject the Contractor's proposal concerning the demolition or construction.

CONTRACTOR NEGLIGENCE: The Contractor will be assessed the amount of any and all fines and penalties assessed against and costs incurred by the Department which are the result of the Contractor's failure to comply with this Special Provision. The Department will not be responsible for any delays or costs due to the Contractor's failure to comply with this special provision. The Contractor will not be granted additional compensation or contract time due to noncompliance.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: All costs incurred 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. 100633

SOIL STABILIZATION

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

Subsection 210.07 Construction Requirements is expanded to include the following:

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Soil Stabilization	Ton

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

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

The eighth (8th) and tenth (10th) bullet within the first paragraph of **Subsection 404.01, Design of Asphalt Mixtures. (a) General** is hereby deleted and the following added:

- A one-gallon sample of performance grade asphalt binder to be used in all Section 405 Asphalt Concrete Hot Mix Base Course and Section 406 Asphalt Concrete Hot Mix Binder Course mix designs.
- Nine (9) blended aggregate samples for all Section 405 Asphalt Concrete Hot Mix Base Course and Section 406 Asphalt Concrete Hot Mix Binder Course mix designs.
- A two-gallon sample of performance grade asphalt binder to be used in all Section 407 Asphalt Concrete Hot Mix Surface Course mix designs.
- Fourteen (14) blended aggregate samples for all Section 407 Asphalt Concrete Hot Mix Surface Course mix designs.

The last sentence of the last paragraph of **Subsection 404.01 Design of Asphalt Mixtures. (a) General** is hereby deleted and the following substituted therefor:

At least fifteen (15) business days shall be allowed for the review of the mix design.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 100633****PERCENT AIR VOIDS AND NDESIGN FOR ACHM SURFACE MIX DESIGNS**

Supplemental Specification 400-5, Percent Air Voids for ACHM Mix Designs, is hereby amended as follows:

The fourth sentence of the first paragraph 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 4.0% air voids for ACHM Base and ACHM Binder Courses. The optimum asphalt content is the asphalt binder content at 3.5% air voids for ACHM Surface Courses.

The first bullet of the first paragraph of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

- All binder grades for ACHM Base and Binder Courses will be designed using 4.0% air voids and all binder grades for ACHM Surface Courses will be designed using 3.5% air voids.

The second paragraph of **Subsection 404.01(b), Design Requirements**, of the Standard Specifications, is hereby amended and the following added:

All ACHM Surface Courses will be designed at N_{des} of 60 gyrations.

The second sentence of the second paragraph 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 redesign of the mixture shall be based on production of the mixture at a target value of 4.0% air voids in ACHM Base and Binder Courses specimens and an asphalt binder content not less than that specified in the accepted mix design.

Adjustments to the accepted mix design to conform to actual production values without redesign of the mixture shall be based on production of the mixture at a target value of 3.5% air voids in ACHM Surface Course specimens and an asphalt binder content not less than that specified in the accepted mix design.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

PERCENT AIR VOIDS AND NDESIGN FOR ACHM SURFACE MIX DESIGNS

Table 407--1 and Table 407--2 of **Subsection 407.04, Construction Requirements and Acceptance**, are hereby deleted and the following substituted therefor:

Table 407-1

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

Control Points

Sieve (mm)	Percent Passing (%)
3/4" (19.0)	100
1/2" (12.5)	90 - 100
3/8" (9.5)	90 max.
No. 8 (2.36)	28 - 58
No. 16 (1.18)	-
No. 30 (0.60)	-
No. 50 (0.30)	-
No. 200 (0.075)	3 - 7

Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	14.5 – 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.2	
Wheel Tracking Test	<u>Design PG Grade</u>	<u>Maximum Rut</u>
(8000 Cycles, 100 psi, 64° C)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	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

SPECIAL PROVISION

JOB NO. 100633

PERCENT AIR VOIDS AND NDESIGN FOR ACHM SURFACE MIX DESIGNS

Table 407-2

Design Requirements for Asphalt Concrete Hot/Warm Mix Surface Course
(3/8" [9.5 mm])

	Control Points	
Sieve (mm)	Percent Passing (%)	
½" (12.5)	100	
3/8" (9.5)	90 - 100	
No. 4 (4.75)	90 max.	
No. 8 (2.36)	32 - 67	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	3 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	15.5 – 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.2	
Wheel Tracking Test	<u>Design PG Grade</u>	<u>Maximum Rut</u>
(8000 Cycles, 100 psi, 64° C)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	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.

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PERCENT AIR VOIDS AND NDESIGN FOR ACHM SURFACE MIX DESIGNS

The Table 410-1 in **Subsection 410.09(b), Acceptance of the Pavement**, of the Standard Specifications, is hereby amended as follows for ACHM Surface Courses:

**TABLE 410-1
COMPLIANCE, PRICE REDUCTION AND REJECTION LIMITS FOR ACHM SURFACE COURSES**

Property	Compliance Limits	Price Reduction Limits	Lot Rejection Limits	Sublot Rejection Limits
Asphalt Binder Content	±0.3 from mix design value	more than ±0.3 from mix design value	more than ±0.6 from mix design value	±0.8 from mix design value
Air voids (AV)	2.5% to 4.5%	1.9% to 2.4% 4.6% to 5.0%	1.8% or less 5.1% or more	1.4% or less 5.6% or more
Voids in Mineral Aggregate (VMA)*				
ACHM Surface Course (1/2" [12.5 mm])	14.0% to 16.5%	13.5% to 13.9% 16.6% to 17.0%	13.4% or less 17.1% or more	12.9% or less 17.6% or more
ACHM Surface Course (3/8" [9.5 mm])	15.0% to 17.5%	14.5% to 14.9% 17.6% to 18.0%	14.4% or less 18.1% or more	13.9% or less 18.6% or more
Density (% of theoretical)	94.0% ± 2.0%	91.0% to 91.9% 96.1 to 97.0%	90.9% or less 97.1% or more	89.9% or less** 98.1% or more
Density (% of theoretical) where minimum specified is 90.0%	90.0% to 96.0%	89.0% to 89.9% 96.1% to 97.0%	88.9% or less 97.1% or more	87.9% or less** 98.1% or more

*The values for VMA_(actual) shall be determined by calculating the VMA_(effective) and reducing it by the correction factor shown on the mix design.

**Subject to further evaluation, see text.

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

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

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

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

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

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

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

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

For longitudinal joint density testing, the standard lot size for acceptance and adjustment in payment will be 12,000 linear feet (3600 meters), with each standard lot divided into four sublots of 3,000 linear feet (900 meters) each. These lengths will apply only to ACHM Final Surface Course areas in which both sides of the longitudinal joint have been formed, including the joints between the travel lanes and acceleration or deceleration lanes, but excluding the longitudinal joint between a shoulder and travel

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

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

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

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

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

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

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

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

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

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

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

In addition to the disincentives provided within the table, any lot with density results which average below 88% shall be sealed at no cost to the Department. The entire

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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 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

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

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SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

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

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

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

The ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers can be downloaded from the following website:

<https://www.ardot.gov/divisions/construction/construction-information/contractor-achm-workbook/>.

To download this file and the supporting documentation, follow the instructions on the page linked above.

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

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

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

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PRICE ADJUSTMENT FOR ASPHALT BINDER

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

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

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

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

$$ABPA = Q \times D \times (IQP / 100)$$

Where

- ABPA = Asphalt binder price adjustment, in dollars;
- Q = Quantities paid for the applicable items on the current estimate; tons of mix for ACHM items or square yards for Ultrathin Bonded Wearing Course
- D = Allowable price differential, in dollars;
- IQP = Item Quantity Percent, Quantity of Indexed Material per unit of the applicable item on the current estimate.

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

Applicable Items of Work		
ITEM OF WORK	SPECIFICATION NUMBER	ITEM QUANTITY PERCENT
Asphalt Binder in ACHM Base Course	405	100
Asphalt Binder in ACHM Binder Course	406	100
Asphalt Binder in ACHM Surface Course	407	100
Ultrathin Bonded Wearing Course (Type B)	SP	5.5
Ultrathin Bonded Wearing Course (Type C)	SP	5.4

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The terms of this Special Provision will apply only to the items listed in this Special Provision table above. No other items on the contract will be subject to the terms of this Special Provision.

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

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

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.

PG64-22 Binders. The Monthly Asphalt Binder Price Index for PG64-22 binders 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.

PG70-22 and PG76-22 Binders (including Asphalt Binder in Ultrathin Bonded Wearing Course). The monthly Asphalt Binder Price Index for PG70-22 and PG76-22 binders (including asphalt binder in Ultrathin Bonded Wearing Course) will be determined by the same method above, except that the price from the Asphalt Weekly Monitor® will not be used in the calculation of the monthly average binder price. The monthly asphalt binder price for PG70-22 and PG76-22 binders will be calculated using the average of the prices supplied by the four largest binder suppliers in the State for those grades.

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.

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Viewing Asphalt Binder Price Index. Historical asphalt binder price index values will be available in the "Asphalt Binder Index Report" document located on the ARDOT website at <https://ardot.gov/divisions/construction/construction-information/> under Asphalt Binder Information.

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

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

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

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

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

- (a) Percent Within Limits (PWL).** The PWL analysis will only be performed on lots when 3 or more tests are performed on the lot. Acceptance of a partial lot with 2 or less tests performed on the lot will be based on the lot average of the actual number of tests made on that partial lot.

ACHM base, binder, or surface course used in temporary work that will not be incorporated into the final roadway, such as temporary shoulder widening, crossovers, and temporary ramps, will be declared a partial lot and acceptance will be based on Section 410 of the Standard Specifications.

The Percent Within Limits (PWL) will be based on the mean, standard deviation and quality index of each lot's test results. The PWL and Pay Factors (PF) for the lot will be calculated as described below. The upper PWL (PWL_U) and lower PWL (PWL_L) are determined from the Table 410-2. Variables used in the calculations are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

- (8) Calculate the total percent within limits:

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

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

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

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

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

All lots of material with a PF_T less than 80.00 shall be removed and replaced with acceptable material by the contractor at no cost to the Department. Payment for sections where removal and replacement is required will be withheld or recovered, and released after replacement has been acceptably completed. The quantity for payment will be the original quantity and measurement

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of the quantity used in replacement operations will not be considered. Sampling and testing of the replacement material will be according to Subsection 410.09(a). Acceptance of the replacement material will be determined using the acceptance criteria for Partial lots with two (2) or less tests as outlined below.

For any single property except density, if the result of the single test in a subplot falls outside the limits shown as "Subplot Rejection Limits", that subplot shall be removed and replaced at no cost to the Department. In the subplot containing the Department's lot test, if the result of either the Contractor's subplot test or the Department's lot test fall outside the subplot rejection limits, the two tests will be averaged and the average of the two test results used to determine acceptance or rejection of the subplot. Sampling and testing of the replacement material will be according to Subsection 410.09(a). Acceptance of the replacement material will be determined using the acceptance criteria for Partial lots with two (2) or less tests as outlined below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For all projects let to contract after October 1, 2025, both the technician performing pavement profiling operations for the Contractor and the profilometer used shall be certified in Inertial Profiling through the CTTTP program at the University of Arkansas.

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

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

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

The Contractor shall profile the final surface of the entire job length to determine if the pavement meets the smoothness values specified below and to determine total

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

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

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

Smoothness profiles of the first day's run will be analyzed before the second day's run commences. Should the first day's run exceed an IRI of 60 inch/mile the paving operations shall be discontinued until better methods and equipment are obtained or until the present equipment is properly adjusted. If adjustments are necessary from the first day's run, the second day's run will be profiled to determine the ability of the equipment to finish the pavement within the specified tolerance. If the second day's operation fails to produce a finished surface IRI of 60 inch/mile or less, the Contractor shall produce new methods and/or equipment that will obtain the specified results. The new methods and/or equipment will be given trial runs as indicated above for the original equipment. The finished pavement surface will be measured for roughness by the Contractor. Roughness will be measured using an IP. The profiler manufacturer's data collection setting specifications shall be furnished and approved by the Engineer. The IRI shall not exceed 70 inches per mile per 0.1-mile section. Bridges will not be included in the calculation of the IRI.

Areas of localized roughness will be identified using the ProVAL "Smoothness Assurance" analysis, calculating IRI with a short continuous segment length of 25 ft. (7.62 m), the 250 mm filter applied, and a threshold of 150 in/mi, for design speeds above 45 mph. For design speeds of 45 mph or below, a threshold of 170 in/mi shall be used. Design speeds are listed in Design Traffic Data on the title sheet of the plans. If areas of localized roughness are identified, corrective action shall be performed as specified below. The finished surface of 25' (7.5 m) sections adjacent to an existing structure or the end of pavement shall not show surface deviations in excess of 1/8" (3 mm) in 10' (3 m) with the approved inertial profiler.

For the duration of the work every reasonable effort shall be made to test smoothness within 5 working days after each day's run. All data obtained from the profiling operations will be

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furnished to the Engineer at the end of each day's profiling operations. Scheduling and testing shall be coordinated with the Engineer. The Contractor shall be responsible for traffic control associated with their own testing and the Department's verification testing.

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

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

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

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

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

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

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

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

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

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

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

Where:

YY=Two-digit year

MM=Month (including leading zeros)

DD=Day of Month (including leading zeros)

J=the Department Job Number

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

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

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

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

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

S=Beginning Station

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

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

(d) Price Adjustments for Ride Smoothness. (1) Ride Smoothness Lot: Upon completion of the final surface of the main lanes of a project, the Contractor shall provide documentation of eligibility for price adjustments as defined in this subsection. The Department reserves the right

02-01-2014 Rev., 02-27-2014 Rev.
06-23-2016 Rev., 11-16-2017 Rev.
11-20-2018 Rev., 12-06-2018 Rev.
01-09-2019 Rev., 02-25-2021 Rev.
06-08-2021 Rev., 07-20-2023 Rev.
08-17-2023 Rev., 02-29-2024 Rev.

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to verify information provided by the Contractor. In the case of dispute regarding price adjustments, the Department decision shall govern.

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

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

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

No incentive payment for smoothness will be considered for a Ride Smoothness Lot if any portion of that Ride Smoothness Lot contains patched areas less than 200' (60 m) in length or has been ground to obtain the required smoothness. If grinding of localized roughness is required as described previously, positive price adjustments will not be allowed on that section, but the Contractor can receive a maximum of 100% pay. If grinding is required due to failure to meet the required IRI, the pavement will be ground to a level which qualifies for 100% payment.

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Price adjustments shall be made as follows:

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

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

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

Where:

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

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

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

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

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

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**Table 410-2
 Percent Within Limits**

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

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

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

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

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

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
 Percent Within Limits**

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

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PRICE ADJUSTMENT FOR FUEL

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 diesel fuel prices. This price adjustment is dependent upon a change in the average price of fuel which results in an increase or decrease in the price of products utilized on this project. For the purposes of this specification, it is assumed that all fuel used is diesel fuel and that the fuel use factors shown in the table below cover all fuel used in delivery to the plant, production, hauling to the job site, placement, and finishing of the items of work shown.

Payment. Payment will be made to the Contractor for monthly fluctuation in the price of diesel fuel used in performing the applicable items as listed in the table below when the diesel fuel price fluctuates from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions for the fuel 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. Subcontracts should include the payment or deduction of fuel price adjustments on pay items listed in the table below when those items are included in a subcontract.

The Fuel 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.

Fuel Price Adjustment (FPA). The Fuel Price Adjustment (FPA) for the current estimate will be computed according to the following formula:

$$FPA = Q \times F \times D$$

Where

- FPA = Fuel price adjustment, in dollars;
- Q = Quantities paid for the applicable items on the current estimate,
- F = The Fuel Use Factor for the applicable items of work subject to this price adjustment, as listed in the table below,
- D = Allowable price differential, in dollars.

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

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PRICE ADJUSTMENT FOR FUEL

Fuel Use Factors		
Item of Work	Specification Numbers	Fuel Use Factor Per Unit
Earthwork: (Unclassified Excavation, Compacted Embankment, Selected Material)	210,302	0.34 gal./C.Y.
Soil Stabilization	Special Provision	2.28 gal./ton
Shaping: (Shaping Roadway Section, Subgrade Preparation, Trenching and Shoulder Preparation, Scarifying and Recompacting Shoulders)	213,214,215,216	2.52 gal./Station
Base Course and Stone: (Stone Backfill, Aggregate Base Course, Soil Aggregate in Cement Treated Base Course, Aggregate in Cement Stabilized Crushed Stone Base Course, Mineral Aggregate in Asphalt Surface Treatment)	207,303,307,308,309,310,402	0.54 gal./ton
ACHM Paving: (ACHM Base Course, ACHM Binder Course, ACHM Surface Course, Open Graded Asphalt Base Course)	405,406,407,417	2.36 gal./ton
Ultra-Thin Bonded Wearing Course (All Types)	Special Provision	2.18 gal./ton
Milling: (Cold Milling Asphalt Pavement, Grinding Portland Cement Concrete Pavement)	412, 510	0.18 gal./S.Y.
PCC Paving: (Portland Cement Concrete Base, Open Graded Portland Cement Concrete Base, Portland Cement Concrete Pavement, High Early Strength Concrete Pavement, Continuously Reinforced Concrete Pavement, Portland Cement Concrete Driveway)	309, 310,501,503,505	0.44 gal./S.Y.
Structural Concrete (Approach Slabs, Approach Gutters, Class B Concrete-Bridge, Class S Concrete-Bridge, Class S(AE) Concrete-Bridge, Seal Concrete-Bridge, Class A Concrete-Roadway, Class S Concrete-Roadway)	504, 802	1.75 gal./C.Y.
Flatwork: (Concrete Ditch Paving, Concrete Islands, Concrete Walks, Wheelchair Ramps)	605,632,633,641	0.30 gal./S.Y.

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PRICE ADJUSTMENT FOR FUEL

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 fuel price adjustment.

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

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

P, the current fuel price in dollars per gallon, is the Monthly Fuel Price Index for the month in which the payment entry is entered.

P(b), the fuel base price in dollars per gallon, is the Monthly Fuel Price Index for the month in which the bids for the work were received.

Fuel Price Index Determination. The Monthly Fuel Price Index will be determined by using the On-Highway retail price for No. 2 Diesel Fuel – ULS (Ultra Low Sulfur), as listed for the US Gulf Coast region on the U.S. Energy Information Administration's website. The value used will be that for either the closest Monday prior to the first calendar day of the index month or the first calendar day of the index month, if that is a Monday.

https://www.eia.gov/opendata/qb.php?sdid=PET.EMD_EPD2DXL0_PTE_R30_DPG.W

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 fuel price adjustments in accordance with this provision. The base fuel 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 Fuel Price Index. Historical fuel price index values will be available in the "Asphalt Binder Index Report" document located on the ARDOT website under Fuel Price Information at <https://ardot.gov/divisions/construction/construction-information/>.

Opt Out Option. The Contractor, at its own discretion, can choose to opt out of the adjustments for fuel prices determined by this special provision. If the Contractor wishes to utilize this option, an authorized representative of the firm must sign the form on Page 4 of this special provision and submit it to the Department at PMD@ardot.gov prior to the time and date of the bid letting for this project. This representative must currently be listed with the Department as an officer approved to sign contracts in the firm's name.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

PRICE ADJUSTMENT FOR FUEL

OPT OUT OF PRICE ADJUSTMENTS TO FUEL

As an authorized representative of this company, I hereby choose the option to opt out of the price adjustments for fuel for all pay items allowable by this special provision for this contract. By signature of this form, my firm waives all payment adjustments for fuel indexing for the duration of this project and waives any subsequent appeals for additional compensation for fuel price fluctuations.

This action only applies to the construction contract for the job number listed in the header of this document.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

NOTE: To opt out, this completed form must be submitted to the Department at PMD@ardot.gov prior to the time and date of the bid letting for this project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT

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

The following bullet is added under detailed requirements:

- Broadband Internet Service shall be provided.

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

WARM MIX ASPHALT

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

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

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

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

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

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COLD MILLING - COUNTY PROPERTY

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

The second sentence of **Subsection 412.01** is hereby deleted and the following is substituted therefor:

The material generated from the milling of tapers or butt joints at the beginning and end of the project, the tapers or butt joints transitioning to an existing structure, and tapers or butt joints at adjoining county roads, city streets, or highways on the project shall be transported and stockpiled at the location shown in the plans and shall become the property of the county in which the project is located or to an adjoining county as designated by the Engineer. The location and quantity of these millings will be designated on the plans or provided by the Engineer. The millings shall be stockpiled in a trapezoidal shape, or as directed by the Engineer, which can be easily measured.

Material generated from the cold milling operations for rut milling, removal of an ACHM overlay of a bridge deck, or other conditions not designated above shall become the property of the Contractor.

The following is added as the second sentence of **Subsection 412.05, Basis of Payment**:

No direct payment will be made for loading, hauling, and stockpiling of the milled material. Full payment will be considered included in the unit price bid for Cold Milling Asphalt Pavement.

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

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

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

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BROADBAND INTERNET SERVICE FOR FIELD OFFICE

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

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

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

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

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

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

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

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

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MAINTENANCE OF TRAFFIC

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

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

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

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

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

Lane closures shall be installed such that they never exceed the actual work area by more than $\frac{1}{4}$ mile. The Contractor shall not close any portion of a lane unless active work will begin immediately. In addition, when gainful work is not being accomplished in an area where a lane has been previously closed, steps shall be taken to return traffic to normal conditions - that is, all lanes open to traffic in each direction within 2 hours after construction operations have ceased. All additional labor, materials, and incidentals needed to return the traffic to normal conditions shall be provided, maintained, removed, and replaced, if necessary, at no cost to the Department. Traffic shall not be permitted on any milled surface.

Failure to comply with this requirement will result in a lane use charge of \$2,000 per hour until work begins in the closed lane or the lane closure is removed. The lane use charge shall apply to all construction work and unexpected, but otherwise preventable (as determined by the Engineer), maintenance related lane closures within the prohibited times. This includes lane closures directed by the Engineer to address immediate maintenance needs resulting from a lack of proper preventative maintenance (as determined by the Engineer) within the allowable closure times. 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.

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

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Following Day
- Christmas Eve & Christmas Day

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

In addition, single lane closures of the Highway 49 main lanes will not be permitted during the following time periods:

- Daily: 12:00 PM – 7:00 PM

Failure to comply with this requirement will result in a lane use charge of \$2,000 per hour until the lane closure is removed. The lane use charge shall apply to all construction work and unexpected, but otherwise preventable (as determined by the Engineer), maintenance related lane closures within the prohibited times. This includes lane closures directed by the Engineer to address immediate maintenance needs resulting from a lack of proper preventative maintenance (as determined by the Engineer) within the allowable closure times. A lane closure will not be considered to be removed until all advance warning devices specific to the lane closure have been removed or revised. In assessing this lane use charge any portion of an hour will be counted as a full hour.

The Contractor shall schedule and perform the work, including the placement and removal of traffic control devices, to ensure that all Highway 49 traffic lanes are open at all times, with the aforementioned exceptions.

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

The Contractor will regulate the access of work vehicles and equipment to the work area while ensuring safety to the traveling public and minimum damage to highway facilities. Any damage to the highway facility or vegetation caused by the Contractor shall be repaired at no cost to the Department. Unless operating within the area closed to traffic, the Contractor's work vehicles

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shall travel in the direction of the normal traffic flow. Only those vehicles necessary for the work shall be allowed in the work zone. All other vehicles shall be parked at a safe location outside the work zone, as approved by the Engineer.

General equipment storage areas or operations centers will be allowed within the limits of the right of way only where permitted by the Engineer. At the end of the work day, equipment shall be either shielded from traffic by an approved positive barrier or placed so it is not within 30 feet of any lane carrying traffic.

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

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

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

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

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CONSTRUCTION PROJECT INFORMATION SIGN

DESCRIPTION: This project includes Construction Project Information Signs to inform the public of pertinent job information. Included in this information is the job number, start date, and estimated completion date. Additional information to be included on this sign can be viewed on the special detail in the plans. Location and quantity of signs for this project is located in the Maintenance of Traffic Details.

MATERIALS: All materials incorporated into the project for this sign shall conform to the specifications pertaining to Signs in Section 604 in the Standard Specifications for Highway Construction and appropriate supplemental specifications. The numerals and letters for both date fields may be placed on separate sign blank material that can then be attached to the larger sign blank or be furnished as sections of reflective sheeting that can be used to overlay a revised date. The dimensions of the letters and numbers shall match the sizes shown in the project's special detail. The sign blank material and reflective sheeting used for the date fields shall be the same types used for the overall sign.

CONSTRUCTION REQUIREMENTS: The start date shown on the sign shall be either the date that work began on an active project or the month during which the Contractor plans to begin work on a new project. The initial estimated completion date to be placed on the sign will be either the completion date shown in the project's CPM schedule or a date based on information provided by the Contractor and agreed to by the Engineer. The Contractor will be required to update the sign's estimated completion date information, Month and/or Year, if and where directed by the Engineer throughout the duration of the project.

The Construction Project Information Sign shall be installed at the same time when all other advanced warning signs are installed on the project. The Contractor will have five (5) business days from the time the Engineer informs the Contractor to update the Estimated Completion Date on the Construction Project Information Sign. Failure to change the date on the sign after five (5) days may lead to the holding of pay estimates until the dates are updated.

METHOD OF MEASUREMENT: Construction Project Information Sign will be measured by the square foot of sign area and will be paid under the contract item "Signs". Construction Project Information Sign Update will be measured by the each, which shall consist of updating the Month and/or Year. Updates that require a change in both the month and year will not be treated separately and shall be paid as a quantity of one (1) each.

PAYMENT: **Construction Project Information Sign.** The contract unit price bid per square foot for Signs shall be full compensation for all materials, labor, equipment, tools, and incidentals necessary for installing, and for maintenance, repair, and removal of the Construction Project Information Signs.

CONSTRUCTION PROJECT INFORMATION SIGN UPDATE. The contract unit price bid for this item shall be full compensation for furnishing and installing the overlay or sign blank insert for updating the Estimated Completion Date, for all materials, labor, equipment, tools, and incidentals necessary for installing and maintaining the date field on the sign. This item will be

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paid each time the Resident Engineer requests an updated date be installed on the Construction Project Information Sign.

Payment will be made under:

Pay Item	Pay Unit
Construction Project Information Sign Update	Each

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REMOVAL OF PERMANENT PAVEMENT MARKINGS

DESCRIPTION: Section 604, Traffic Control Devices in Construction Zones, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 604.04(c) Pavement Markings**

Work under this item shall consist of the removal of permanent pavement markings using a water blasting method. All work shall be performed in accordance with the Standard Specifications, this Special Provision, and as directed by the Engineer.

Care shall be taken to avoid damage to the existing roadway.

CONSTRUCTION REQUIREMENTS: The existing permanent pavement markings shall be removed using a water blasting system that will completely remove the paint without causing damage to the existing asphalt.

In the event the Engineer determines the water blasting methods are unsuitable or causing excessive damage to the existing pavement, operations shall stop, and adjustments made.

METHOD OF MEASUREMENT: Removal of Permanent Pavement Markings will be measured by the linear foot.

BASIS OF PAYMENT: Work completed and accepted under this item and measured as provided above will be paid for at the unit price for Removal of Permanent Pavement Markings, which price shall be full compensation for removal of the paint, installation, and removal of temporary traffic control devices, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Removal of Permanent Pavement Markings	Linear Foot
Removal of Permanent Pavement Markings (Words, Arrows, Railroad Emblems)	Each

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PLASTIC PIPE

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

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

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

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

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

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

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

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

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

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

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

The following is added as Subsection 606.03(h):

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

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

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

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EXTENSION FOR PIPE CULVERTS

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

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

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

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

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CONCRETE BRIDGE DECK CURING AND SURFACE TREATMENT RESTRICTIONS

Sections 802 and 803 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The following is added as the last sentence of the fourth paragraph of **Subsection 802.17(b)**:

The use of lithium curing compound as a replacement for the methods specified above will not be permitted.

The following is added as the second paragraph of **Subsection 803.02 (a)**:

Lithium curing compound will not be permitted as a substitute for Class 1 Protective Surface Treatment.

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TIMBER PILING FOR SOIL DENSIFICATION AND REINFORCEMENT

Description. This Special Provision (SP) covers Timber Piles driven through or under roadway embankments or bridge approach embankments, around intermediate bents, or at locations shown on the plans for the purpose of soil densification and/or reinforcement. This item shall consist of furnishing and driving treated piling according to this SP and conforming to the lines, grades, and spacing shown on the plans.

Materials. Materials for timber piling shall conform to the following requirements.

1. Piling shall be treated timber piles of Southern Yellow Pine or Douglas Fir.
2. Piles shall be of sound wood, free from decay or insect damage. Treated piling shall have a minimum amount of red heart. Sound knots shall be no larger than 4" or 1/3 of the diameter of the pile at the point where they occur, whichever is the smaller. The size of a knot shall be its diameter measured at right angles to the length of the pile. Piles may have unsound knots not exceeding 1/2 the permitted size of a sound knot, provided that the unsoundness extends to not more than 1 1/2" depth, and that the adjacent areas of the trunk are not affected. Cluster knots consisting of two or more knots grouped together, the fibers of the wood being deflected around the entire unit, are prohibited. The sum of sizes of all knots in any foot of length of the pile shall not exceed six times the size of the largest permitted single knot.
 - a. Holes of 1/2" or less in average diameter will be permitted, provided the sum of the average diameters of all holes in any square foot of pile surface does not exceed 1 1/2".
 - b. Twist of spiral grain in any 20' of length shall not exceed 1/2 of the circumference at the midpoint of the length measured.
 - c. Splits shall be no longer than the butt diameter. The length of any shake in the outer half of the radius of the butt of the pile, when measured along the curve of the annual ring, shall not exceed 1/3 of the circumference of the butt of the pile. The butts and tips shall be sawed square. The tips may be tapered to a point not less than 4" in diameter.
 - d. All piles shall be peeled by removing all rough bark and at least 80% of the inner bark. No strip of the inner bark remaining on the pile shall be over 3/4" wide and there shall be at least 1" of clean wood surface between any two such strips. At least 80% of the surface of any circumference shall be clean wood.
 - e. Timber to be used for piling shall be cut above the ground swell and shall taper from butt to tip. A line from the center of the tip to the center of the butt shall not fall outside of the center of the pile at any point more than 1% of the length of the pile. In short bends, the distance from the center of the pile to a line stretched from the center of the pile above the bend to the center of the pile below the bend

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shall not exceed 4% of the length of the bend or a maximum of 2½". Knots shall be trimmed flush with the body of the pile.

3. Piles shall have a minimum diameter at the tip, measured under the bark, as follows:

<u>Length of Pile</u>	<u>Tip Diameter</u>
Less than 40'	8"
40' to 60'	6"

4. The minimum diameter of piles at sections 3' from the butt, measured under the bark, shall be as follows:

<u>Length of Pile</u>	<u>Diameter of Pile</u>
20' to 30'	12"
30' to 40'	12"
Over 40'	13"

The diameter of the pile at the butt shall not exceed 20". The diameter of a pile in cases where the tree is not exactly round shall be determined either by measuring the circumference and dividing the number of inches by 3.14 or by taking the average of the maximum and minimum diameters at the location specified.

Storage and Protection of Materials. Timber piles shall be stacked on supports at least 12" above the ground surface to avoid absorption of ground moisture. Piles shall be closely-stacked to prevent warping or sagging. The ground underneath and in the vicinity of material stacks shall be kept reasonably clear of vegetation.

Preservation Treatment of Timber Piles. Preservation treatment of timber piles shall be accomplished according to the requirements of Subsection 817.04 of the Standard Specifications.

Driving. Prior to beginning pile-driving operations the Contractor, shall field verify the location of all underground utilities and obtain approval from the Engineer to begin. The Contractor shall be responsible for all damages and/or claims arising out of the installation of Timber Piling for Soil Densification and/or Reinforcement. Driving equipment that damages the piling shall not be used. Hammers shall be capable of driving to the plan tip elevations or to refusal without damage to the pile. Driving shall be considered complete once the pile has reached the tip elevation shown on the plans or refusal in rock or intermediate geotechnical materials (IGM) is encountered, whichever is shallower.

1. **Hammers:** All piling shall be driven with an air, steam, or diesel hammer. Gravity hammers will be permitted only when shown on the plans or as elsewhere allowed by the specifications. Hammers shall develop a total energy of not less than 12,500 ft.-lbs.
 - a. The plant and equipment furnished for air or steam hammers shall have sufficient capacity to maintain, under working conditions, the pressure at the hammer specified by the manufacturer. Accurate pressure gauges shall be placed at the

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boiler or tank and at the hammer so that the drop in pressure between the gauges can be determined.

- b. When a single acting diesel hammer is used, it shall be equipped with a stroke indicator or the Contractor must furnish a method approved by the Engineer for determining the actual stroke. When a double acting diesel hammer is used, it shall be equipped with a bounce chamber pressure gauge in good working order mounted near ground level so as to be conveniently read by the Engineer when monitoring energy output of the hammer. The Contractor shall provide charts that equate the chamber pressure to equivalent energy.
2. **Hammer Cushions:** All impact pile driving equipment except gravity hammers shall be equipped with a hammer cushion of suitable thickness to prevent damage to the hammer or pile and to ensure uniform driving behavior. Hammer cushions shall be made of durable, manufactured materials, complying with the hammer manufacturer's guidelines except that all wood, wire rope, and asbestos hammer cushions are specifically prohibited. A striker plate as recommended by the hammer manufacturer shall be placed on the hammer cushion to ensure uniform compression of the cushion material. The hammer cushion shall be inspected in the presence of the Engineer before beginning pile driving at each structure or after each 100 hours of pile driving, whichever is more frequent. When the thickness of a hammer cushion is reduced by more than 25% of its original thickness, the Contractor shall replace it before driving is permitted to continue.
3. **Pile Drive Head:** A pile driven with an impact hammer requires an adequate drive head to distribute the hammer blow to the pile head. The drive head shall be axially aligned with the hammer and the pile. The drive head shall be guided by the leads and shall not be free swinging. The drive head shall fit around the pile head in a manner that will prevent transfer of torsional forces during driving while maintaining proper alignment of hammer and pile. The pile heads shall be cut squarely and a drive head, as recommended by the hammer manufacturer, shall be provided to hold the axis of the pile in line with the axis of the hammer.
4. **Driving Equipment Information:** The Contractor shall submit to the Engineer, for information and record purposes, pile driving equipment information at least 30 days before driving piles. The information shall be submitted on a Pile and Driving Equipment Data Form, which will be supplied by the Engineer. Any change in the driving system will require the Contractor to submit a new Pile and Driving Equipment Data Form.
5. **Additional Equipment:** In case the required penetration is not obtained with a hammer complying with the above minimum requirements, the Contractor shall provide a different hammer and/or sufficient additional equipment at no cost to the Department. Additional equipment not otherwise provided for herein shall be approved by the

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Engineer prior to its use. Pile tips shall be used where it may be required to reach the minimum tip elevation and shall be at no additional cost to the Department.

6. **Leads:** Pile driver leads shall be constructed in such a manner as to provide freedom for vertical movement of the hammer and shall be held in position in such a manner as to ensure adequate support to the pile during driving. The axis of the leads and hammer shall coincide with the axis of the pile as nearly as practicable.
7. **Accuracy of Driving:** Pile shall be driven with a variation of not more than ¼" per foot from the vertical. Piles spacing shall not differ from those shown on the plans by 1 foot. Piling shall be driven under the observation of the Engineer or his representative so that data may be obtained for determining the penetration.

Order List for Piles. The Contractor shall furnish piles according to an itemized list, which will be furnished by the Engineer, showing the number and length of piles. In determining lengths of piles for ordering and for quantities to be included in the Contract, the lengths given in the order list shall be based on the lengths that are assumed to be driven to minimum penetration and cut off at the elevation shown on the plans. The Contractor may, at no cost to the Department, increase the lengths given to provide for fresh heading and for such additional length as may be necessary to suit the Contractor's method of operation.

Defective Piles. The Contractor shall not subject piles to excessive abuse that will produce cracking, crushing, splitting, or deformation of the pile. Manipulation of piles to force them into proper position, considered by the Engineer to be excessive, will not be permitted. Any pile damaged because of internal defects or improper driving, or any pile driven out of its proper location or driven below the elevation fixed by the plans or the Engineer, shall be corrected at no cost to the Department by one of the following methods, as approved by the Engineer:

1. The pile may be withdrawn and replaced by a new, and if necessary, longer pile.
2. A second pile may be driven adjacent to the defective or low pile.
3. The pile may be spliced or built up as otherwise provided herein.

Piles pushed up by the driving of adjacent piles or by any other cause shall be re-driven to grade. Any crushed or damaged portion of piling may be cut off and built up or the pile completely replaced, as approved by the Engineer. Cutoff, buildup, and/or replacement of damaged piles shall be at no cost to the Department.

Cutting Off Timber Piles. Cut-offs shall be a minimum of 2 feet below roadway surface and embankment side slope faces. In addition, cut-off length shall be sufficient to permit the complete removal of any material damaged by driving.

Method of Measurement. Timber Piling will be measured by the actual number of linear feet of accepted pile remaining in the finished work after all cut-offs or build-ups have been made, based upon lengths shown on the plans or established by the Engineer.

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TIMBER PILING FOR SOIL DENSIFICATION AND REINFORCEMENT

In case piles are driven to refusal in resistant rock or IGM that is present shallower than the plan tip elevations shown on plans, timber piles will be measured and paid by the plan lengths shown on plans, including any cut-off length.

No allowance for cut-off will be made on piling for any length in excess of the lengths shown on the plans or established by the Engineer. For piles furnished according to the lengths shown on the plans or established by the Engineer that are found to be too short and are spliced according to details shown in the plans, an allowance of 4 linear feet of piling will be made for each timber pile splice in addition to the actual length of accepted pile in place.

No allowance will be made for cut-off or build-up of any portion of a pile that has been damaged, for splices made for the convenience of the Contractor, for extra length ordered for the Contractor's convenience, or for cutback necessary for splicing. Cut-off material shall become the property and responsibility of the Contractor.

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 Timber Piling, which price shall be full compensation for furnishing, transporting, handling and storing material, driving, drilling, and excavation, for cut-off, splicing, and build-up in accordance with the requirements of these Specifications, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Timber Piling	Linear Foot

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES

Description. This item consists of the optional use of compressible-washer-type direct tension indicators to indicate bolt tension in high strength bolted assemblies in accordance with these specifications and in conformity with the plans. All references to Division, Section, and Subsection refer to the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction (2014 Edition).

Subsection 807.06(a) is amended to include the following paragraph for Direct Tension Indicators (DTI):

Direct tension indicators shall be used in conjunction with bolts, nuts and washers as specified above. Direct tension indicators shall conform to the requirements of ASTM F959. Direct tension indicators for plain Type 1 high strength bolts shall be plain or galvanized. Galvanizing for direct tension indicators shall be by mechanical deposition in accordance with ASTM B695, Class 50. Direct tension indicators for Type 3 high strength bolts shall be Type 3.

Subsection 807.06(b) is modified as follows for Direct Tension Indicators (DTI): The first paragraph is deleted and the following substituted therefor:

(b) Required Tests. (1) Rotational Capacity. High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125, Grade A325, Section 8.1, and shall meet the following requirements:

Subsection 807.06(b) is modified as follows for Direct Tension Indicators (DTI): The third paragraph is deleted and the following substituted therefor:

(2) Verification Testing for Direct Tension Indicators. Verification testing shall be performed in a calibration bolt tension device. A special flat insert shall be used in place of the normal bolt head holding insert. Three verification tests shall be required for each combination of fastener assembly rotational-capacity lot, direct tension indicator lot, and direct tension indicator position relative to the turned element to be used on the project. The fastener assembly shall be installed in the tension measuring device with the direct tension indicator located in the same position as in the work. The element intended to be stationary shall be restrained from rotation.

The verification test shall be conducted in two stages. The bolt, nut and direct tension indicator assembly shall be installed in a manner so that at least three and preferably not more than five threads are located between the bearing face of the nut and the bolt head. The bolt shall first be tensioned to the load equal to that listed in Table 807-3 under Verification Tension for the specified bolt. If an impact wrench is used, the tension developed using the impact wrench shall be no more than two-thirds of the required tension. Final tensioning shall be attained using

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES

a manual wrench. The number of refusals of the 0.005" (0.125 mm) feeler gage in the spaces between the protrusions shall be recorded. The number of refusals for uncoated direct tension indicators under a stationary or turned element, or coated direct tension indicators under a stationary element, shall not exceed the number listed under Maximum Verification Refusals in Table 807-3 for the specified bolt. The maximum number of verification refusals for coated direct tension indicators, when used under a turned element, shall be no more than the number of spaces on the direct tension indicator less one. The direct tension indicator lot shall be rejected if the number of refusals exceeds the values in Table 807-3, or for coated if the gage is refused at all spaces.

After the number of refusals is recorded at Verification Tension, the bolt shall be further tensioned until the 0.005" (0.125 mm) feeler gage is refused at all the spaces and a visible gap exists in at least one space. The load at this condition shall be recorded and the bolt removed from the tension-measuring device. The nut shall be able to be run down freely by hand the complete thread length excluding thread run-out. If the nut cannot be run down for this thread length, the direct tension indicator lot shall be rejected unless the load recorded is less than 95 percent of the average load measured in the rotational capacity test of the fastener lot as specified in Subsection 807.06(b)(1) Rotational Capacity.

If the bolt is too short to be tested in the calibration device, the direct tension indicator lot shall be verified on a long bolt in a calibrator to determine the number of refusals at the Verification Tension listed in Table 807-3, the number of refusals shall not exceed the values listed under Maximum Verification Refusals in Table 807-3. Another direct tension indicator from the same lot shall then be verified with the short bolt in a convenient hole in the work. The bolt shall be tensioned until the 0.005" (0.125 mm) feeler gage is refused in all spaces and a visible gap exists in at least one space. The bolt shall be removed from the work and the nut shall be able to be run down freely by hand the complete thread length of the bolt excluding thread run-out. The direct tension indicator lot shall be rejected if the nut cannot be run down this thread length.

(3) Test Reports. The Engineer shall be furnished with a Manufacturer's certified test report for each production lot for all high strength bolts, nuts, washers, and direct tension indicators 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 include the zinc thickness when galvanized bolts, nuts, washers and direct tension indicators are used. The certification for direct tension indicators shall also include compression test loads, gap clearance, nominal size and type.

Subsection 807.71(b) is modified as follows for Direct Tension Indicators (DTI): The first paragraph is deleted and the following substituted therefor:

(b) Bolts, Nuts, Washers, and Direct Tension Indicators. Fastener components shall conform to the requirements of Subsection 807.06.

Subsection 807.71(d) is deleted and the following substituted therefor:

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES

(d) Installation. (1) Bolt Tension. Compressible-washer-type direct tension indicators shall be used to indicate bolt tension. They shall be subject to the verification testing specified in Subsection 807.06 (b)(2) and installed in accordance with the method below. Bolt lengths shall be sufficient to accommodate direct tension indicators and any additional washers required. Direct tension indicators will be required at all high strength bolted connections. Direct tension indicator type and manufacturer shall not be mixed within a project.

Unless approved by the Engineer direct tension indicator shall be installed under the head of the bolt and the nut turned to tension the bolt. The Manufacturer's recommendations shall be followed for the proper orientation of the direct tension indicator and any additionally required washers. Installation of a direct tension indicator under the turned element may be permitted if a washer is used to separate the turned element from the direct tension indicator. The reuse of direct tension indicators will not be allowed. If it becomes necessary to loosen a previously tensioned bolt, the direct tension indicator shall be replaced.

Installation of fastener assemblies using direct tension indicators shall be in two stages. The stationary element shall be held against rotation during both stages. The connection shall first be brought to a snug tight condition with bolts installed in all holes. Snug tight, for bolt assemblies using direct tension indicators, exists when the plies of the joint are in firm contact and the number of spaces in which a 0.005" (0.125 mm) feeler gage is refused does not exceed that listed under Maximum Verification Refusals in Table 807-3. If the number of refusals exceeds the value listed under Maximum Verification Refusals in the Table 807-3 the direct tension indicator shall be replaced and the fastener assembly brought to a snug tight condition as specified above.

After all bolts in the connection have been properly brought to a snug tight condition, for uncoated direct tension indicators under a turned or stationary element and for coated direct tension indicators under a stationary element, the bolt assembly shall be further tensioned until the number of refusals of the 0.005" (0.125 mm) feeler gage is equal to or greater than the number listed under Minimum Installation Refusals in Table 807-3. If the bolt assembly is tensioned so that no visible gap remains in any space, the bolt assembly shall be removed and replaced by a new bolt and direct tension indicator that is properly tensioned. When coated direct tension indicators are used under a turned element, the 0.005" (0.125 mm) feeler gage shall be refused in all spaces, but a visible gap must remain in any space.

(2) Power Wrench Tightening. When power wrenches are used to provide the bolt tension specified Table 807-3, their setting shall be such that the requirements of Subsection 807.71(d)(1) are met. Wrenches shall be of adequate capacity to perform the required tightening of each bolt assembly in less than 10 seconds.

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES

**TABLE 807-3
DIRECT TENSION INDICATOR REQUIREMENTS**

U.S. Standard		METRIC (SI)				
Bolt Size (Inches)	Verification Tension (kips)	Bolt Size	Verification Tension (kN)	Maximum Verification Refusals	DTI Spaces	Minimum Installation Refusals
1/2	13			1	4	2
5/8	20	M16	96	1	4	2
3/4	29	M20	149	2	5	3
7/8	41	M22	185	2	5	3
1	54	M24	215	2	6	3
1 1/8	59	M27	280	2	6	3
1 1/4	75	M30	342	3	7	4
1 3/8	89	M36	499	3	7	4
1 1/2	108			3	8	4

Subsection 807.71(e) is deleted and the following substituted therefor:

(e) Inspection. (1) The Engineer will observe the installation and tightening of bolts to determine that all bolts are tightened as specified. Where direct tension indicators are used the Engineer will examine at least 10 percent, but no less than 2 bolt assemblies in each connection for gap requirements and acceptability in accordance with the requirements of paragraph (d)(1). If any bolt assembly fails to meet these requirements all bolt assemblies in the connection shall be examined by the Engineer and the Fabricator or Erector shall retighten or replace bolt assemblies according to paragraph (d)(1).

(2) At the direction of the Engineer the Contractor may be required to inspect tightened bolt assemblies in a connection using an inspection wrench (only calibrated torque wrench will be acceptable). The inspection shall be conducted before loss of lubricant or corrosion influences the tightening torque.

The inspection wrench shall be calibrated by tightening three typical sample bolt assemblies of the same grade, size and condition as those under inspection in a calibration bolt tension device. A special flat insert shall be used in place of the normal bolt head holding insert. Each sample bolt assembly shall be individually placed in the calibration device and tightened to the verification tension specified in Table 807-3 for the grade and size being inspected. The fastener assembly shall be installed in the tension measuring device with the direct tension indicator located in the same position as in the work. The element intended to be stationary shall be restrained from rotation and there shall be a washer under the turned element of each sample bolt assembly. The inspecting wrench shall be applied to the tightened sample bolt assembly and the

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES

torque necessary to turn the nut or head 5° (approximately 1" [25 mm] at 12" [300 mm] radius) in the direction of tensioning shall be determined. The average of the torque measured in the testing of the three sample bolt assemblies shall be taken as the job inspection torque.

Where directed by the Engineer bolt assemblies represented by the sample bolt assembly and that have been tightened in the structure shall be inspected by applying the inspection wrench and its job inspection torque. If no nut or bolt head is turned by this application of the job inspecting torque, the connection will be accepted as properly tightened. If any nut or bolt head is turned by the application of the job inspecting torque, this torque shall be applied to all bolts in the connection, and all bolt assemblies whose nut or head is turned by the job inspecting torque shall be tightened and reinspected, or alternatively, the Fabricator or Erector, at his option, may retighten all of the bolt assemblies in the connection and resubmit the connection for the specified inspection.

Payment. All costs incurred in complying with this Special Provision including all costs for furnishing, installing, and testing of Direct Tension Indicators will not be measured or paid for separately, but shall be considered subsidiary to the items of "Structural Steel in Plate Girder Spans ()" and "Structural Steel in Beam Spans ()".

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

SHORING FOR CULVERTS

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 100633****SHORING**

Description. Work under this item shall consist of the design, construction, and removal of a shoring or bracing system to retain existing and new embankments and to maintain traffic during construction of new Bridge Nos. 07607 & 07608 and removal of Bridge Nos. 02459 & 02460. Shoring may consist of sheet piling, anchored walls, or other bracing systems. The shoring system shall provide sufficient clearance for excavation and construction work and shall ensure the safety of the traveling public and workers at all times.

The bridge layout shows the general intent and location of the required shoring.

Work to be Performed. Prior to construction of the shoring system, the Contractor shall submit details of the system to the Engineer for informational and record purposes. Such submission shall include the kind and condition of materials to be used, working drawings showing all dimensions, and the procedure for installation of the system.

The Contractor shall be responsible for the adequacy of the 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 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. Shoring will not be paid for directly, but will be considered subsidiary to Unclassified Excavation for Structures-Bridge and Class S Concrete-Bridge.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

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.

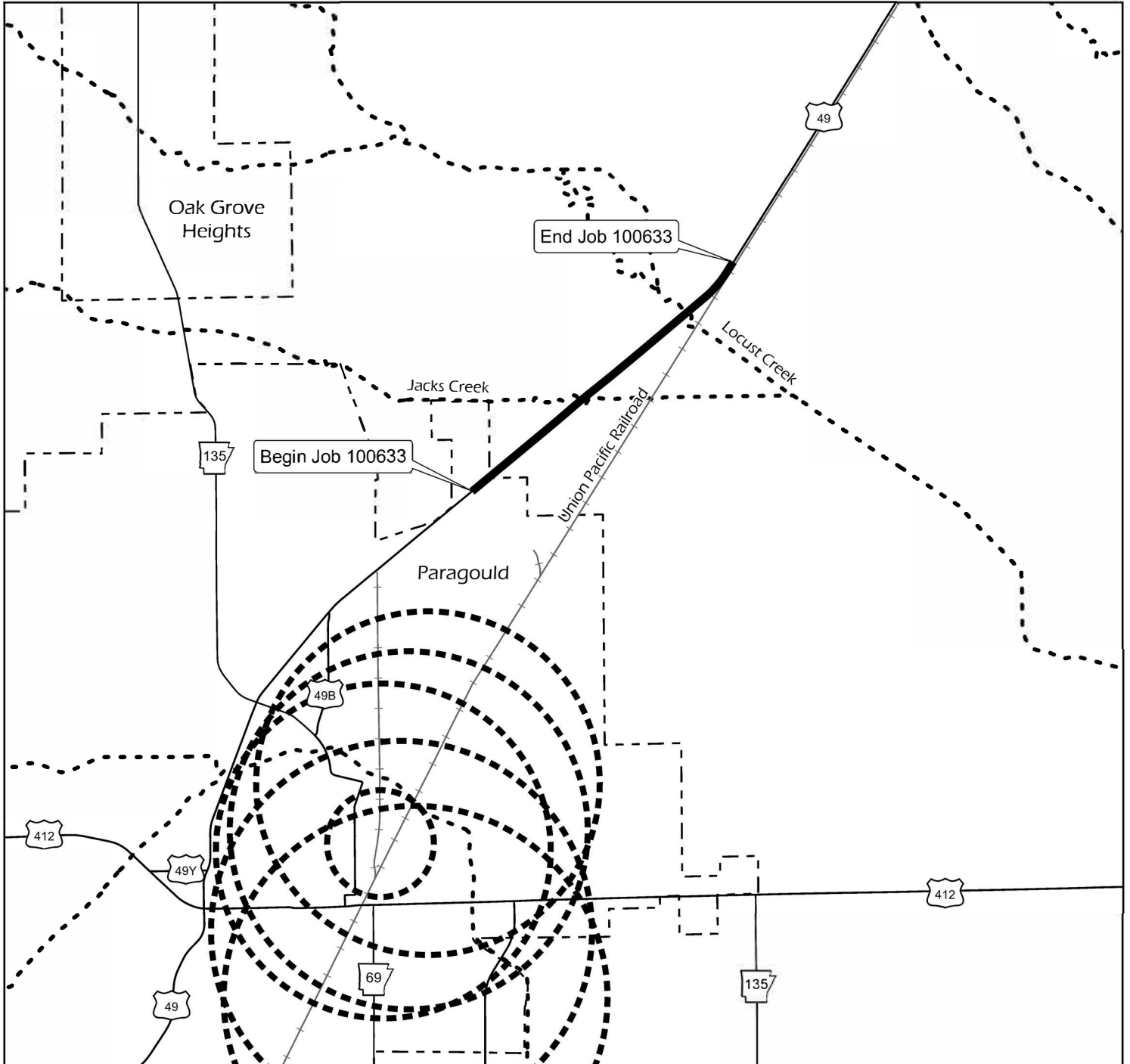
METHOD OF MEASUREMENT AND BASIS OF PAYMENT: The work involved in complying with this Special Provision will not be measured or paid for separately, but will be considered included in the contract unit prices bid for other items of the contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

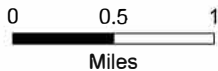
SPECIAL PROVISION

JOB NO. 100633

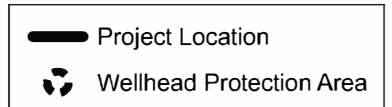
WELLHEAD PROTECTION



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ARKANSAS DEPARTMENT OF TRANSPORTATION
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JOB NO. 100633
PROSECUTION AND PROGRESS WITH BID SCHEDULE

Subsection 108.02(a) is hereby deleted and the following is substituted therefore:

108.02 Prosecution of Work.

- (a) Preconstruction Conference.** Before beginning the work specific to the project and unless waived by the Engineer, a preconstruction conference shall be held at a mutually agreed upon time and place. The Engineer will notify subcontractors, utility companies, and other interested parties of the time and place of the preconstruction conference. The Contractor shall submit the following to the Engineer before or at the preconstruction conference:
- A company safety plan and the name of the safety officer;
 - An EEO/affirmative action plan and the name of the EEO officer;
 - A list of key project personnel and their phone numbers;
 - A list of proposed subcontractors;
 - The names of Material Testers.

Subsection 108.02(b)(4) and the remainder of Subsection 108.02 is hereby deleted and the following is substituted therefore:

(c) Full Work Order.

- (1) Calendar Day Contract.** Unless the Contractor is otherwise advised in writing, the Work Order of a calendar day contract shall become effective on the fifteenth calendar day following the execution of the Contract. Should the effective date fall on a Saturday, Sunday, or legal holiday; Monday following a holiday on Sunday, or Friday preceding a holiday on Saturday, the effective date shall be the next work day. The assessment of contract time shall begin on the date the Contractor actually begins work or no later than as specified in the Special Provision "Flexible Beginning of Work - Calendar Day Contract".

Only work specified in SS 108-2 may begin before the assessment of contract time begins.

- (2) 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.

(d) CPM Schedule.

- (1) General.** Prepare and submit to the Engineer a Critical Path Methodology (CPM) schedule in accordance with Section (j) "General Requirements of the Project Schedule" of this special provision utilizing scheduling best practices.

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The schedule shall be used to plan, coordinate, and manage the work, whether the Contractor's personnel are performing the work or not. Copies of the complete baseline schedule, update schedules, and revised schedules shall be shared with all subcontractors, suppliers, and utility companies affected by the work.

Float is a shared commodity and is not for the exclusive use or benefit of any party. It is available to all parties as needed until it is consumed.

The "Structure of the Project Schedule" document is located on the ARDOT website at <https://ardot.gov/divisions/construction/construction-information/> under CPM Schedule Information.

- (e) Project Scheduling.** Time is of the essence and the contract time requirement is a key factor for success to both the Department and the Contractor. All time limits stated in the Contract Documents are of essence to the Contract. The purpose of the Department requiring the project schedule shall be to:
- Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of calendar days and all milestones identified by the Contract;
 - Assure coordination of the efforts of the Contractor, Department, Utilities, and others that may be involved in the project;
 - Assist the Contractor and Department in monitoring the progress of the work and evaluating proposed changes to the Contract;
 - Assist the Department in administering the contract time requirements;
 - Ensure that the project is planned for the entire project duration and completed within the contract time as bid.

The observance of the requirements herein is an essential part of the work to be performed under the Contract. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Contract.

- (f) Personnel.** The Contractor shall provide an individual, referred to hereafter as the Scheduler, to create and maintain the project schedule. The Scheduler shall be proficient in CPM development and analysis of resources, and shall be able to perform the required tasks using the specified software. The Scheduler shall be present, in person or via tele-conference at the discretion of the Engineer, at all CPM update meetings and made available for discussion or meetings when requested by the Engineer.

(g) Bid Schedule.

(1) General. The apparent low bidder shall provide an electronic ".xer" file, a PDF schedule report, and a bid schedule narrative to the Department's Program Management Division, via Doc Express, by 4:30 p.m. by the 5th calendar day following the opening of bids. Should the apparent low bidder fail to submit the bid schedule and the bid schedule narrative within the time allotted, the proposal will be rejected and the proposal guaranty

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will be returned to the bidder. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Commission may decide. The low bidder who failed to produce an acceptable bid schedule, bid schedule narrative, or both will not be permitted to bid on any subsequent advertisement of the project.

(2) The Department shall review and verify the constructability of the bid schedule prior to contract award. At a minimum, the bid schedule shall contain the following:

- Include external constraints (outside Contractors work, utilities, permitting, Short Term Activity Authorizations (STAA), ROW clearance, etc.). Use the dates provided in the respective Special Provisions.
- High-level activities summarized by the Work Type Code as set forth in the “Activity Codes/Work Type” section of the “Structure of the Project Schedule” document located on the ARDOT website shall be represented in the schedule for each stage.
- Full scope of work for the entire project duration (bid contract time) clearly reflecting the MOT (Staging) plan as reflected in the bid documents in accordance with the MOT (Staging) plan described in the bid documents in accordance with the Work Breakdown Structure (WBS) sections of the “Structure of the Project Schedule” document located on the ARDOT website to level 3 detail of the WBS.
- The bid schedule shall be a CPM logic driven schedule.
- Appropriate work calendars shall be developed and applied for the various activities in accordance with all calendar references under Section (j) “General Requirements of the Project Schedule” of this special provision. Calendars shall include specified holidays, Sundays, and include anticipated adverse weather days.

(3) Bid Schedule Narrative. A schedule narrative shall be provided with the Bid Schedule proposal, and shall include the following information:

- General description of the workflow and plan for completing the project.
- A Time-Line illustrating the MOT (Staging) plan including key milestones such as utility turnover dates, migrating bird netting, ROW clearance date, etc.
- The working days per week, the number of shifts per day, the number of hours per shift, the holidays to be observed, and a description of how the schedule will account for adverse weather days.

(4) Criteria for Acceptance of the Bid Schedule.

- The bid schedule narrative shall meet all criteria as shown in the “Bid Schedule Narrative” subsection of this special provision.
- High level activities shall be included for all applicable Work Type codes for the full scope of work.
- The bid schedule shall be organized by the MOT (Staging) plan described in the bid documents in accordance with the “WBS Structure” sections of the “Structure of the Project Schedule” document located on the ARDOT website to level 3 detail of the WBS.
- The bid schedule shall be a CPM logic driven schedule.

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- The bid schedule shall contain appropriate work calendars reflecting holidays, Sundays, and a reasonable number of adverse weather days.
- The bid schedule shall indicate that the work can be reasonably assumed to be completed in the calendar days bid.

The bid schedule and bid schedule narrative submitted by the apparent low bidder will be reviewed by the Department to determine if the criteria noted in this Special Provision have been met. If it is determined by the Department that the submitted bid schedule, bid schedule narrative, or both do not meet the specified criteria, the bidder will be notified in writing, detailing the issues of concern and allowed the opportunity to submit a revised bid schedule, bid schedule narrative, or both. The revised bid schedule, bid schedule narrative, or both must be submitted within two business days of notification. If the revised bid schedule, bid schedule narrative, or both are deemed unacceptable or not submitted within two business days of notification, just grounds exist for rejection of the proposal. In this case, the bidder will be notified that an acceptable bid schedule, bid schedule narrative, or both have not been submitted and will be provided an opportunity for administrative reconsideration. A request for administrative reconsideration must be submitted to the Chief Engineer within two business days of the Department's notification. As part of the administrative reconsideration, the bidder may provide corrections or arguments concerning the issue of whether the bid schedule and bid schedule narrative meet the specified criteria. The Chief Engineer will render a written decision on the reconsideration explaining the basis for the finding. If the Chief Engineer determines that a bid schedule and a bid schedule narrative are not produced that meet the specified criteria, or no administrative reconsideration is requested, the proposal will be rejected and the proposal guaranty will be returned to the bidder. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Commission may decide. The low bidder who failed to produce an acceptable bid schedule, bid schedule narrative, or both will not be permitted to bid on any subsequent advertisement of that project.

(h) Baseline Schedule.

(1) General. The Contractor shall provide the Baseline Schedule to the Engineer as soon as possible after notification of contract award. The Engineer will review the Baseline Schedule per Section (j) "General Requirements of the Project Schedule" of this special provision, and notify the Contractor of its acceptability. **The Contractor will not be allowed to start work until the Baseline Schedule has been approved by the Engineer. The contract time will start no later than that specified in the Special Provision "Flexible Beginning of Work - Calendar Day Contract" after the issuance of the work order. No time extension shall be considered for failure to submit an acceptable Baseline Schedule within the time period specified above.**

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(2) Baseline Schedule Narrative. The schedule narrative shall not be considered notification of delays, requests for change orders, or other issues. The Contractor shall provide a schedule narrative with the Baseline Schedule including the following information and topics as laid out:

- General description of the workflow and plan for completing the project.
- A timeline illustrating the MOT (Staging) plan according to bid documents; including key milestones such as utility turnover dates, migratory bird netting, ROW clearance date, etc.
- A description of the longest path.
- Subcontractors, equipment (full and part time noted), monthly crew staffing plan.
- List of completion dates for all major milestones.
- The work days per week, the number of shifts per day, the number of hours per shift, and the holidays to be observed, and a description of how the schedule accounts for adverse weather days.
- Activities requiring coordination with the Department, utilities, other parties, etc. (external constraints).
- Attachment defining each crew completely, describing the equipment, including number and type, required to carry out the work. The number of crews is to be defined by the Contractor. It is expected that a sufficient number of crews will be developed to correspond to the Contractor's plan to complete the project within the time specified. At a minimum, please include a list containing a legend for all abbreviations/acronyms.

Baseline Schedule Joint Review, Revision, and Acceptance. Within fifteen (15) calendar days of receipt of the Contractor's proposed Baseline Schedule, the Engineer shall evaluate the schedule for compliance with this specification and notify the Contractor of the findings. If the Engineer requests a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Engineer within five (5) calendar days. The Contractor will not be allowed to start work until the Baseline Schedule has been approved by the Engineer.

The contract time will start no later than that specified in the Special Provision "Flexible Beginning of work – Calendar Day Contract" after the issuance of the work order. The Baseline Schedule submitted for acceptance must be sequenced according to the MOT plan provided in the contract documents. If the Contractor submits a Baseline Schedule for acceptance that is based on a sequence of work not in the plans, it will be rejected by the Engineer.

The Engineer's review and acceptance of the Contractor's Baseline Schedule is for conformance to the requirements of the Contract documents only. Review and acceptance by the Engineer of the Contractor's project schedule does not relieve the Contractor of any of its responsibility for the project schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness

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of the logic, durations, manpower or equipment loading of the Contractor's Baseline Schedule. In the event the Contractor fails to define any element of work, activity or logic and the Engineer review does not detect this omission or error, such omission or error, when discovered by the Contractor or Engineer, shall be corrected by the Contractor at the next schedule submittal and shall not affect the project completion date.

At a time agreeable to the Engineer, the Contractor shall conduct a **Baseline Schedule Presentation Meeting** within seven (7) calendar days after submitting the proposed Baseline Schedule. The purpose of this meeting is for the Contractor to present the Contractor's schedule. The following is a minimum to be covered at the joint review of the schedule:

- Work Breakdown Structure (WBS)
- Sequence of work - step through the schedule activity by activity
- Resources - to include crews and production rates used
- Longest path Review

(3) Criteria for Acceptance of Baseline Schedule. The Engineer will accept a schedule based on the following:

- Baseline Schedule Presentation review meeting.
- Conformance with Section (j) "General Requirements of the Project Schedule" of this special provision and any other contract requirements.

The Engineer's acceptance of a schedule:

- Does not modify the Contract.
- Does not constitute endorsement or validation by the Engineer of the Contractor's activity logic, activity durations, or assumptions in creating the schedule.
- Does not guarantee that the project can be performed or completed as depicted in the schedule.
- Does not relieve the Contractor of its obligation or responsibility to submit complete and accurate information.

If the Contractor or Engineer discovers an error after the Engineer has accepted a schedule, the Contractor shall correct the error in the next schedule submission.

The Contractor will not be allowed to start work until the Baseline Schedule has been approved by the Engineer.

(i) Update Schedule.

(1) General. On a bi-weekly basis and in alignment with each pay estimate, the Contractor shall perform a complete update including the application of actual resource units. The bi-weekly schedule update shall be provided with each pay estimate. A .pdf schedule report shall be provided to the Engineer, showing each activity's original duration, remaining duration, percent complete, start date, finish date, material resource name, budgeted quantity, actual quantity, quantity to complete, and unit of measure as an

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attachment to the pay estimate. An electronic “.xer” backup file of the schedule shall be submitted to the Engineer. The Contractor’s scheduler must attend each bi-weekly schedule update; either in person, via computer, or tele-conference as determined by the Engineer. The following reports shall be provided as determined by the Engineer; three (3) week look-ahead, critical activities (longest path), productivity/quantities, actual/planned.

The project schedule and narrative shall be updated and submitted in accordance with Section (j) “General Requirements of the Project Schedule” of this special provision every twenty-eight (28) days (every other bi-weekly update) to align with pay estimates. The project schedule shall be updated during a joint project schedule update meeting that will be attended by the appropriate Engineers and Contractor representatives. The Contractor’s scheduler must attend the joint project update meeting; either in person, via computer, or tele-conference as determined by the Engineer. The joint project update meeting shall occur within no more than three (3) business days from the pay estimate date. All schedule submittals and time restrictions are required unless otherwise approved by the Engineer in writing. The schedule shall be submitted no later than close-of-business two (2) business days after the joint project schedule update meeting.

The Contractor shall meet with the Engineer to review and input into the project schedule the actual progress made until the data date of the schedule update. The review of progress will include dates for activities actually started and/or completed, and the duration percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work completed shall be calculated by using the quantity and production rate information.

(2) Assignment of Baseline Schedules. The following Baseline Schedules shall be assigned prior to submission of schedule updates. The submitted schedule “.xer” backup file shall contain the following assigned Baseline Schedules:

- Project Baseline - assign the approved Baseline Schedule.
- Primary Baseline - assign the approved update from the prior month
- Secondary Baseline - assign the approved update from 2 months prior

(3) Store Period Performance. The “Store Period Performance” function shall be performed every twenty-eight (28) days (every other bi-weekly update) to align with pay estimates and the full schedule, reports, and narrative submittal to lock in actual-this-period units to coincide with the joint project update meeting prior to submission of the schedule update for review and disposition.

Failure to attend the scheduled update meeting or submit the schedule update within the specified period may result in the stoppage of work until the Department receives the schedule update and future withholding of estimate payments until the specified evaluation time has elapsed and the Contractor receives approval from the Engineer.

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(4) Update Schedule Narrative. The schedule narrative shall not be considered notification of delays, Requests for Changes Orders, or other issues. A schedule narrative shall be provided with each schedule update including the following information and topics as laid out:

- General description of status and what occurred during update period.
- Issues - known and potential
- Mitigation efforts associated with each issue
- General description of planned work during next update period
- Material quantities must align with estimate item codes and schedule resources.
- Schedule Related RFI's
- Schedule Related Change Orders and/or Proposals
- Attached default Claim Digger report
- Oracle Primavera schedule log report

(5) Update Schedule Joint Review, Revision and Acceptance. Within seven (7) calendar days of receipt of the Contractor's submitted Update Schedule, the Engineer shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings in writing. If the Engineer requests a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Engineer within seven (7) calendar days. **Failure to provide revisions or justification within seven (7) calendar days may result in future withholding of estimate payments and/or the stoppage of work until a satisfactory response has been received, the specified evaluation time has elapsed, and the Contractor receives approval from Engineer.**

The update schedule submitted for acceptance must be sequenced according to the MOT plan provided in the contract documents. If the Contractor submits an update schedule for acceptance that is based on a sequence of work not previously approved by the Engineer, it will be rejected. Any MOT change of sequence must be submitted and approved through the change order process before inclusion in the Schedule.

The Engineer's review and acceptance of the Contractor's project schedule is for conformance to the requirements of the contract documents only. Review and acceptance by the Engineer of the Contractor's project schedule does not relieve the Contractor of any of its responsibility for the project schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic, durations, manpower, or equipment loading of the Contractor's project schedule. In the event the Contractor fails to define any element of work, activity, or logic and the Engineer review does not detect this omission or error, such omission or error, when discovered by the Contractor or Engineer, shall be corrected by the Contractor at the next schedule submittal and shall not affect the project completion date.

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(j) General Requirements of the Project Schedule.

(1) Scheduling Requirements. The following requirements are the minimum for the project schedules submitted by the Contractor to be in compliance with the Contract Documents. The project schedule shall employ computerized CPM for the planning, scheduling, and reporting of the work as described in this specification. The project schedule shall be prepared using the Precedence Diagram Method. The Contractor shall create and maintain the project schedule using scheduling software compatible with Engineer supported scheduling software. The Project will use Oracle Primavera P6 v8 or newer mutually agreed upon version of Oracle Primavera, which shall mean that the Contractor provided electronic file version of the project schedule may be loaded or imported by the Department with no modifications, preparation, or adjustments.

All scheduling software settings within the scheduling/leveling dialog box shall remain 'default' unless otherwise approved by the Department. The Contractor shall use retained logic for calculating all project schedules. Out-of-sequence Work shall be itemized and described in the monthly schedule narrative and discussed at monthly project schedule update meetings.

The Schedule will be prepared showing construction to the full contract time.

The Contractor shall create and maintain a CPM project schedule showing the manner of prosecution of work that he intends to follow in order to complete the contract within the allotted time.

- The project schedule shall show the sequence and interdependence of activities required for complete performance of the work. At a minimum all pay items shall be accounted for in the activities in the schedule including all If and Where Directed Items showing the plan quantity being utilized. The Contractor shall be responsible for assuring all work sequences are logical and show a true and coordinated plan of the work.

Each activity in the project schedule shall be described by:

- An activity ID (number) utilizing an alphanumeric designation system tied to the traffic control plans, as described in the "Activity ID Structure" section of the "Structure of the Project Schedule" document located on the ARDOT website and that is agreeable to the Engineer. At no time shall an activity ID be changed from one schedule version to another (i.e. from bid schedule to baseline schedule to update schedules and between monthly updates).
- Concise and unique description of the work represented by the activity name with no duplicate activity name within the project schedule as described in the "Activity Naming Convention" section of the "Structure of the Project Schedule" document located on the ARDOT website; and

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- Activity durations in whole days with a maximum of twenty (20) calendar days. Longer durations may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Engineer and Contractor.
- An activity duration shall be based on the quantity for the individual work activity divided by a production rate. Activities that have varying production rates may be required to be separated into multiple activities by the Engineer.
- A User Defined Field shall be utilized to assign production rates to their associated activities and resources. The User Defined Fields shall be developed and structured in accordance with the "User Defined Field" section of the "Structure of the Project Schedule" document located on the ARDOT website.

The activities shall be coded so that organized plots/layouts of the project schedule may be produced as described in the "Activity Codes" subsection of this special provision.

The activities shall be assigned to a WBS as described in the "WBS Structure" sections of the "Structure of the Project Schedule" document located on the ARDOT website.

Administrative activities and milestones shall be incorporated into the schedule and assigned to the 'Admin/Milestones' WBS level as follows:

- All milestones identified by the Contract shall be reflected as start milestones with a 'start no earlier than' constraint or finish milestones with a 'finish no later than' constraint.
- Project Start-Start Milestone for work prior to work order.
- (NTP/Work Order Start)-Start Milestone for work after work order.
- Stage Complete-Finish Milestone for each stage of the project (shall not be constrained unless necessary to reflect MOT (Staging) plan)
- Substantial Completion-Finish Milestone to follow all contracted work scope and punch-list activities required for beneficial use. A Project Level "Must Finish By" date shall be applied on Calendar Day and Fixed Completion Date contracts. Note that the project level "Must Finish By" constraint is as-of 12:01 am.
- Project Complete-Finish Milestone to follow all close-out activities after substantial completion.
- Contract Days-No Level of Effort activities are to be used with the exception of a Level of Effort activity used for tracking the planned, actual, and remaining contract days. Relationships to be Start-to-Start (SS) with NTP/Work Order-Start milestone and Finish-to-Finish (FF) with Substantial Completion milestone. This activity will reflect total contract duration and track actual days charged against contract duration.
- Additional milestones used by the Contractor shall be approved by the Engineer.
- Constraints-only constraints associated with the WBS, phasing, staging, milestones, or project completion dates specified in the Contract are allowed. Any constraints to be utilized on the schedule other than the aforementioned dates must be authorized in advance by the Engineer.
- No lags shall be used on Finish-To-Start relationships and no negative lags shall be used at any time.

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- No Start-to-Finish relationships shall be used at any time.
- No activity shall have only Start-to-Start successor relationship(s) or only Finish-to-Finish predecessor relationship(s).
- Critical path shall be determined by the longest path.
- No activity shall contain scope that represents multiple Contractors, trades, or types of work.
- The Contractor shall resource-load the project schedule by assigning every construction activity the appropriate material and equipment resources which align with the Contractor's project plan and directly correlate to and support the Estimate Item Codes (Schedule of Values).
- Only project calendars shall be used. No global calendars may be used. Separate calendars shall be developed and assigned to activities for various Work Types, as appropriate.
- Seasonal weather conditions shall be considered and included in the project schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA), company historical records, or any additional reference the Contractors deems necessary to prepare an accurate schedule. These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) for all activities.
- The work calendars shall be updated each month to reflect the actual days worked.
- Total Float is the amount of time that an activity can be delayed from its early start date without delaying the project finish date. Free Float is the amount of time that an activity can be delayed without delaying the early start date of any successor activity. Float time in the project schedule is a shared commodity between the Department and the Contractor. Suppression or consumption of float shall not be allowed, including by use of extended activity durations, dummy activities, unspecified or unnecessary milestones, unnecessary logic ties, or preferential sequencing.

At a minimum, include the following work activities, as applicable:

- Work to be performed by the Contractor, subcontractors, and suppliers.
- Work to be performed by the Department and third parties.
- The project start date, scheduled completion dates, and other milestones required by the Contract, start or finish dates for phases, or site access or availability dates.
- Submittal review and approval activities when applicable, including time for the Department's approval as specified in the Contract.
- Fabrication, delivery, installation, testing, and similar activities for materials, plants, and equipment.
- If and where directed items shall be included in the schedule as an activity showing the plan quantity being utilized.
- Sampling and testing periods.
- Settlement or surcharge periods.
- Cure periods.

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- Utility notification and relocation identified in the Contract.
- Installation, erection, and removal identified in contract documents and similar activities related to temporary systems or structures.
- Required acceptance testing, inspections, or similar activities.
- Activities representing acquisition of any necessary permits to be obtained by the Contractor or acquisition of right of way when a delay of occupancy is included in the contract documents.
- Activities shall not be deleted from the schedule. If scope or activity no longer applies, close the activity using the following process:
 - Apply actual start and finish date.
 - Remove activity from current sequence string.
 - Add predecessor of Project start and successor of project complete.
 - Add negative resource quantity(s) so as to have a quantity sum of zero (0).
 - Add note on activity explaining the reason for closing the activity and add the word "CLOSED" to the activity description.
 - Ensure explanation is included in the monthly narrative.

(2) Resource Loading

All construction activities shall be resource loaded as follows:

- Labor resources assigned with associated crews.
- Material resources assigned with associated quantities and appropriate units of measure such as to allow for earned value, production analysis, and s-curves. All material quantities shall be carried on material resources in alignment with and equal to the estimate item code "schedule of value line items" bid/contract quantities.
- Major equipment shall be assigned as resources with associated hours.

(3) Store Period Performance. At the end of each update cycle, "Store Period Performance" shall be performed to lock in actual-this-period units prior to submission of the schedule update for review and disposition. This should occur every twenty-eight (28) days in conjunction with a pay estimate and the full schedule, reports, and narrative submittal.

(4) Earned Value Rules (Performance Measurement). All scheduling software settings within the Earned Value, User Preference Calculations, and User Preference Resource Analysis dialog boxes shall remain 'default' unless otherwise approved by the Department.

(5) Level of Schedule Detail/Submission Requirements. Each project schedule submittal shall include a ".xer" electronic backup file and three (3) plots in .pdf or other format as determined by the Engineer with the activities logically grouped using the Project's WBS and then by Work Type activity code as set forth in the "WBS" and "Activity Codes" sections of the "Structure of the Project Schedule" document located on the ARDOT website and sorted by start date and total float:

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- One bar chart plot showing the entire project schedule, with the longest path through the schedule readily discernible; and
- The second bar chart plot showing only the longest path;
- The third bar chart plot showing a 60-day Look-Ahead schedule, starting with the data date, containing no completed activities.

(6) Project Schedule Revisions. If the Contractor desires to make changes in the project schedule, the Contractor shall notify the Engineer in writing prior to making the revisions. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall include a “.xer” electronic backup file of the project schedule that includes the revision and one logically organized plot of the project schedule if requested by the Engineer.

The Department may request the submission of a revised schedule if any of the following circumstances occur:

- There is a delay (actual or projected) to the scheduled milestone or project completion dates.
- There is a difference between the actual sequence or durations of the work and the sequence or durations depicted in the last accepted schedule.
- The Department executes a contract revision that adds or deletes work, modifies the planned sequence of work, or modifies the means and methods of its performance.

The requirement to prepare a revised schedule is not a directive by the Department to accelerate the work.

Prepare and submit the revised schedule as soon as the need for a revised schedule is necessary, but no more than five (5) business days after the Department’s request.

Within five (5) business days of receipt of the revised schedule, the Department will respond in writing either accepting the revised schedule or rejecting the revised schedule and identifying the reasons for rejection, or requesting more information. Within five (5) business days after the date of the Department’s written response, address the reasons for rejection and resubmit the revised schedule or provide the information requested.

(7) Recovery Schedules. If the work is delayed such that the projected finish date of any completion deadline or contract milestone, in the current update schedule, is behind by twenty-eight (28) calendar days, then the Contractor shall provide a Recovery Schedule within seven (7) calendar days, including a recovery plan detailing how the delay will be recovered and the completion deadline(s) achieved, prior to submittal of its next monthly update schedule. The Recovery Schedule shall demonstrate the Contractor’s plan to regain lost progress and achieve all completion deadlines per the Contract Documents.

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(8) Change Orders. Any and all change orders affecting schedule durations, sequencing, and/or material, or equipment quantities shall be incorporated into the schedule, whether additive or deductive.

A fragnet shall be developed for all potential change orders. The fragnet and Time Impact Analysis (TIA) shall be submitted for inclusion with the change order. Failure to submit a fragnet with the change order forfeits any recovery for an associated recoverable project delay at any future date.

Approved Change Orders shall be incorporated into the current schedule with the activity(s) clearly identified and reflected as to the change order number the items are associated with. Potential time extensions based on change orders will be analyzed based on the most recent approved schedule, impact to the longest path, and subsequent movement of the current project completion date in accordance with the Evaluation of Delays and Calculation of Time Extensions section of this special provision.

For each added Change Order activity, the activity ID shall have CO plus the change order number added to the end of the standard activity ID structure. The activity description shall have CO plus the change order number added to the beginning of the standard activity description structure. Leading zeros should be included as part of the three (3) digit change order number.

For Change Orders only affecting resource quantities (not requiring new activities), the changer order resources may be added to existing activities, as appropriate, in accordance with the change order scope.

- a. Change Order Resources. Resources shall be created and assigned to activities for each approved change order, whether the resource resides on an existing or new change order activity. Change order resources shall include the entire scope of the change order. The resource code shall have CO plus the change order number added to the end of the standard resource ID structure. The resource description shall contain CO plus the change order number. Any leading zeros should be included as part of the change order number. All resource and cost loading rules apply to change orders.

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.

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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, the Contractor shall not perform work that requires inspection on Sundays or legal holidays designated in Subsection 101.01(c) and the actual holiday if it falls on a Saturday or Sunday. If the Commission declares Friday following Thanksgiving Day as a Department recognized holiday, the Contractor shall not perform work that requires inspection. These days shall 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 milestone dates or the contract completion date, as determined by CPM analysis, will be considered for a time extension.

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

The Engineer will evaluate delays and requests for extensions or revisions to phased or interim start or finish dates, or durations for portions of the project in the same manner as requests for an extension of the contract time for the project as a whole. Comply with the requirements of this subsection when seeking a time extension for phased or interim start or finish dates or durations.

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) Evaluation of Delays and Calculation of Time Extensions. The Engineer will evaluate the Contractor's request for a time extension based on the Contractor's compliance with the following requirements:

- Base all evaluations of delay and all calculations of the appropriate time extensions due on the schedules submitted to and accepted by the Department and current at the time the delay occurred, not schedules created after the delay occurred.
- The delay is on the longest path when the delay occurred.
- The delay results in a scheduled milestone or project completion date that is later than the date required by the Contract.
- When using a CPM schedule, determine the duration of delays as follows:
 - Use time impact analysis (TIA) to identify and measure critical delays that have not yet occurred. Do not use this method to evaluate delays that have already occurred. In general terms, perform a TIA as follows:
 - Develop a "mini" schedule for the changed work. This schedule is known as a fragnet.
 - Identify the current accepted schedule and record the scheduled completion date on that schedule.
 - Insert the fragnet into the current schedule by properly linking the fragnet with the existing activities in the current accepted schedule.

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- Recalculate the current schedule with the fragnet inserted and record this scheduled completion date.
- The difference in the calculated scheduled completion dates between the current schedule and the schedule calculated with a properly inserted and properly composed fragnet is the delay attributable to the changed work. The time extension due, if any, will be based on this delay.
- Use a contemporaneous analysis when evaluating delays that have already occurred. In general terms, perform a contemporaneous analysis as follows:
 - Identify the most recent accepted schedule with a data date before the start of the delay being evaluated.
 - Identify each accepted schedule in effect during the delay and the schedule with a data date that immediately follows the conclusion of the delay.
 - Identify the longest path each day from immediately before the start of the delay to the schedule immediately following the delay.
 - Determine whether the delay falls on the longest path.
 - If the delay does not fall on the longest path, then no project delay occurred and no time extension is due.
 - If the delay falls on the longest path, then determine the number of days the longest path is delayed. The time extension due, if any, will be based on this delay.

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

(f) 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 affect the longest path.
- 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.

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- 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.
- (g) 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 longest path. 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 delay the longest path. Compensation will be as allowed under subsection 104.02(b).
 - Delays due to subsection 104.02(c) "Differing Site Conditions" that directly delay the longest path. Compensation will be as allowed under subsection 104.02(c).
- (h) 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.
- (i) Concurrent Delays.** Concurrent delays are separate delays to critical activities occurring at the same time. When a non-excusable delay is concurrent with an excusable delay, the Contractor is not entitled to a time extension for the period the non-excusable delay is concurrent with the excusable delay. When a non-compensable delay is concurrent with a compensable delay, the Contractor is entitled to a contract time extension but not entitled to compensation for the period the non-compensable delay is concurrent with the compensable delay.

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Project 100633 is in the vicinity of Kirk Field Airport. The project meets F.A.A. clearance requirements for all equipment that does not extend over nearby trees and overhead utilities, within the entire right-of-way of Job 100633.

The Contractor is encouraged to contact the Airport Manager at (870) 239-7505 before any construction takes place on the project to resolve any possible conflicts with aircraft operations and coordinate with a possible issuance of "Notice to Airmen" statements.

The Contractor for this project shall not use any equipment that extends above the roadway more than the height of nearby trees and overhead utilities within the 100633 limits without the permission of the F.A.A.

Should the Contractor decide to use equipment that exceeds height restrictions, they shall file a Notice of Proposed Construction with the F.A.A. a minimum of 45 days prior to the use of the equipment.

The Contractor shall follow the instructions of the Airport Managers to identify any equipment that will exceed the height restrictions within the limits listed with appropriate warning devices to insure aircraft safety.

Please contact Shannon Luke at (870) 239-9511 with questions regarding the information addressed in this Special Provision.

No direct payment will be made for fulfilling the requirements of this Special Provision, but payment will be considered included in the other contract items.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

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

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

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

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

(c) Calendar day. As defined in Subsection 101.01 of the Standard Specifications. Calendar days will be assessed in accordance with the contract Special Provision "Prosecution and Progress With Bid Schedule".

(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 \$5,000.

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

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

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

The product of the number of calendar days established by the bidder for Part C multiplied by the daily road user cost of \$5,000 per calendar day will be added to the contract amount bid. The sum of the two amounts will be the amount used for consideration of bids for award.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

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

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

(A) The Contract amount.

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

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

$$\begin{aligned} & \text{(A)} \\ & + [(C) \times (\text{daily road user cost of } \$5,000)] \\ & = \text{Bid amount for award consideration.} \end{aligned}$$

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

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

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.

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

(a) The work has been delayed by any act or omission of the Commission. This includes suspension of the work when the suspension is not the fault of the Contractor.

(b) Change Orders affecting the work that results in additional time being required to complete the Specified Site Use Work.

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

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

6. Early Completion of Specified Site Use Work. The Contractor will be paid \$5,000 for each calendar day the Specified Site Use Work is substantially complete before the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above. The maximum number of calendar days for which this payment will be made is 100 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 \$5,000 being assessed for every calendar day in excess of the stated number, up to the time in which the Specified Site Use Work is substantially complete.

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

PARTNERING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 100633

CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS

General. This special provision limits the temporary construction operations in Special Flood Hazard Areas (SFHA) as required by the National Flood Insurance Program (NFIP).

Temporary construction operations include all work and material necessary to access and construct the permanent bridge(s) and roadway embankment within the SFHA. These operations may include work ramps, haul roads, temporary crossings, detour roads, levees, diversion channels, retaining walls, cofferdams, forms, storage of materials, storage of large equipment, and other related work.

This project crosses a regulatory floodway, regulatory floodplain, or SFHA as shown on the Community's Flood Insurance Rate Map published by FEMA. The regulatory floodway, regulatory floodplain, or SFHA limits are shown on the project plan and profile drawings.

The project is designed to comply with the NFIP's regulations set forth in Title 44, Chapter 1, Parts 59-77, of the U.S. Code of Federal Regulations (CFR).

The following special conditions must be complied with:

- Temporary operations are to be used during the low flow season when possible.
- The conceptual work plan (CWP) for temporary operations in a regulatory floodway provide for no increase in the NFIP's published flood levels within the community during the occurrence of the 100-year flood discharge.
- The CWP for temporary operations in a regulatory floodplain provide for up to a one foot increase in the NFIP's published flood levels within the community during the occurrence of the 100-year flood discharge.
- The CWP for temporary operations in a SFHA provide for up to a one foot increase in the designed flood levels within the community during the occurrence of the 100-year flood discharge.
- Temporary operations shall not obstruct an existing or proposed bridge(s) waterway opening more than what is shown on the CWP.
- Any changes in the CWP that will increase flood levels shall be approved in accordance with the "Modifications to Conceptual Plan" section of this Special Provision.
- All temporary operations shall meet the requirements of the Corps of Engineers' Section 404 Permit issued for this project.
- All temporary fills and temporary obstructions to the existing or proposed hydraulic structure (bridge(s) or culvert(s)) must be removed in their entirety, and the affected

CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS

areas returned to their pre-construction or designed elevation and condition, upon completion of the construction project.

- The Contractor is responsible for preventing equipment and materials within the floodplain from becoming buoyant and floating downstream during a significant flood event. In the event this flood starts to occur, the contractor shall remove and/or anchor materials and equipment by means approved by the Engineer at the Preconstruction Conference.

This type of SFHA Permit requires that a Conceptual Work Plan (CWP) be developed and approved by the Department before construction within the SFHA may begin. The CWP is a design plan for temporary structures that may be required within the SFHA to construct the project. It is anticipated that temporary work roads will be required for this project. The CWP included in this special provision is approved and permitted. It shall not be modified unless the modifications are approved as required by this special provision. The type of material used for temporary fill to construct the work roads is specified in the Job Special Provision for the Nationwide Section 404 Permit.

Modifications to Conceptual Work Plan. If the Contractor prefers another conceptual work plan, a request shall be submitted to the Engineer outlining the specifics of the proposed modifications. The modifications should consider the minimization of reduction of waterway opening in the floodplain as a primary objective.

A determination will be made by the Engineer within ten (10) business days concerning the necessity or practicability of the request. If approved, the modifications will be reviewed by the Department's Hydraulics Section. The Hydraulics Section will approve or deny the request within ten (10) business days after receiving the request.

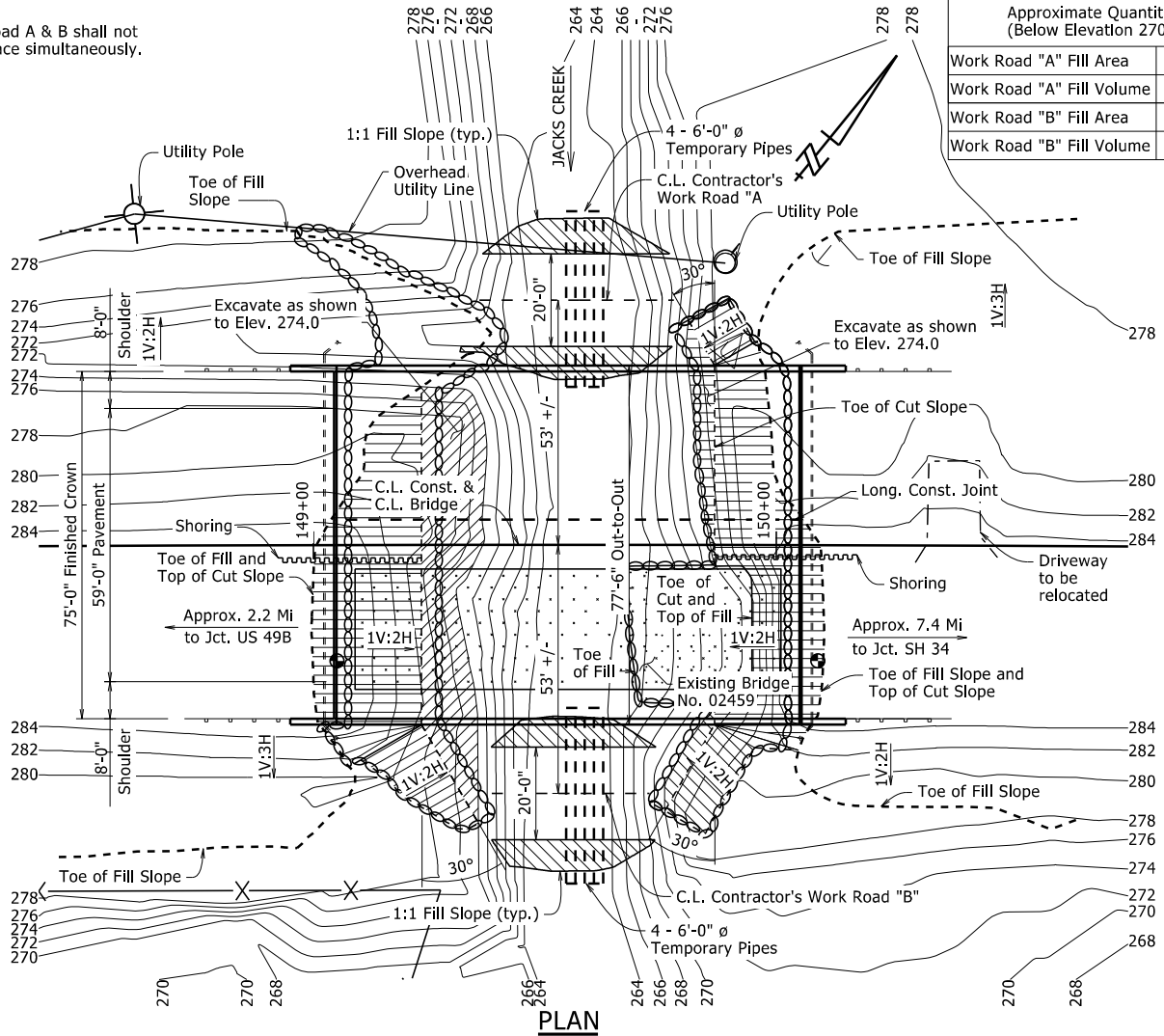
Modifications to the Plan that also change the volume of temporary fill in place at any one time may require a modification of the Section 404 Permit which will require additional time for review by the Corps of Engineers. Refer to the 404 Permit for these requirements.

The contract time will not be extended for the time required to consider or approve any modifications. Any additional work or expenses incurred preparing, submitting, or completing an alternate conceptual work plan shall be at no additional cost to the Department.

Method of Measurement and Basis of Payment. All work, including labor, materials, tools, and equipment necessary to complete the requirements of this special provision shall not be paid for directly, but will be considered subsidiary to other items in the contract.

Work Road A & B shall not be in place simultaneously.

Approximate Quantities (Below Elevation 270.0)	
Work Road "A" Fill Area	1540 sq. ft.
Work Road "A" Fill Volume	265 cu. yds.
Work Road "B" Fill Area	1090 sq. ft.
Work Road "B" Fill Volume	195 cu. yds.

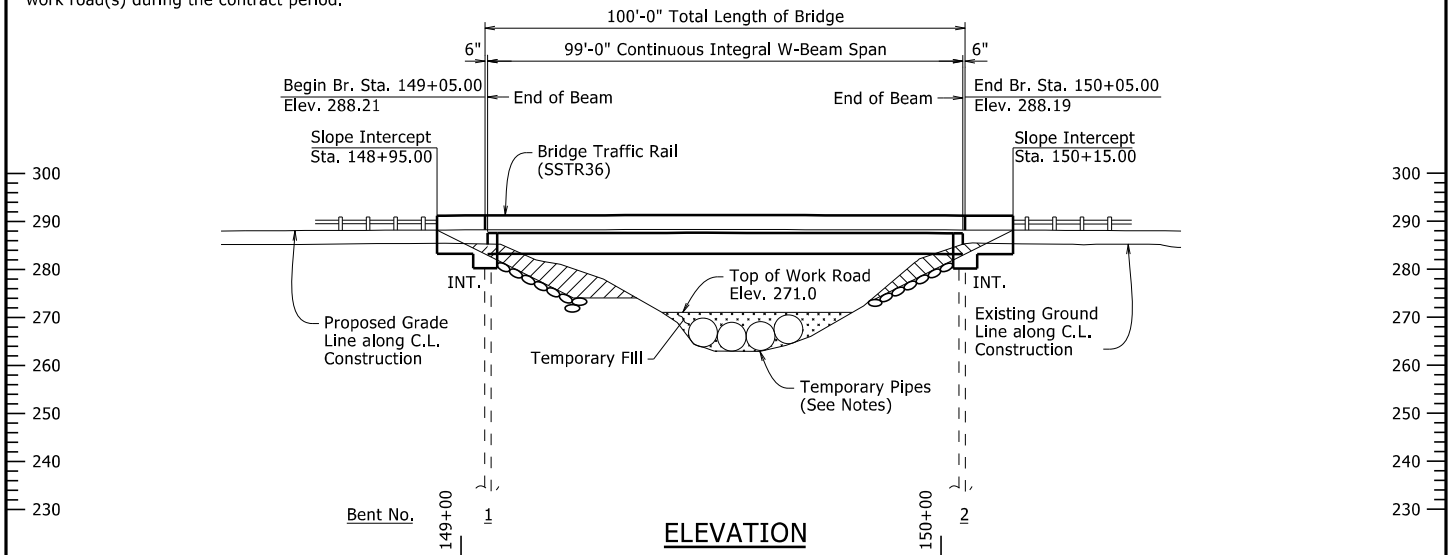


Notes:

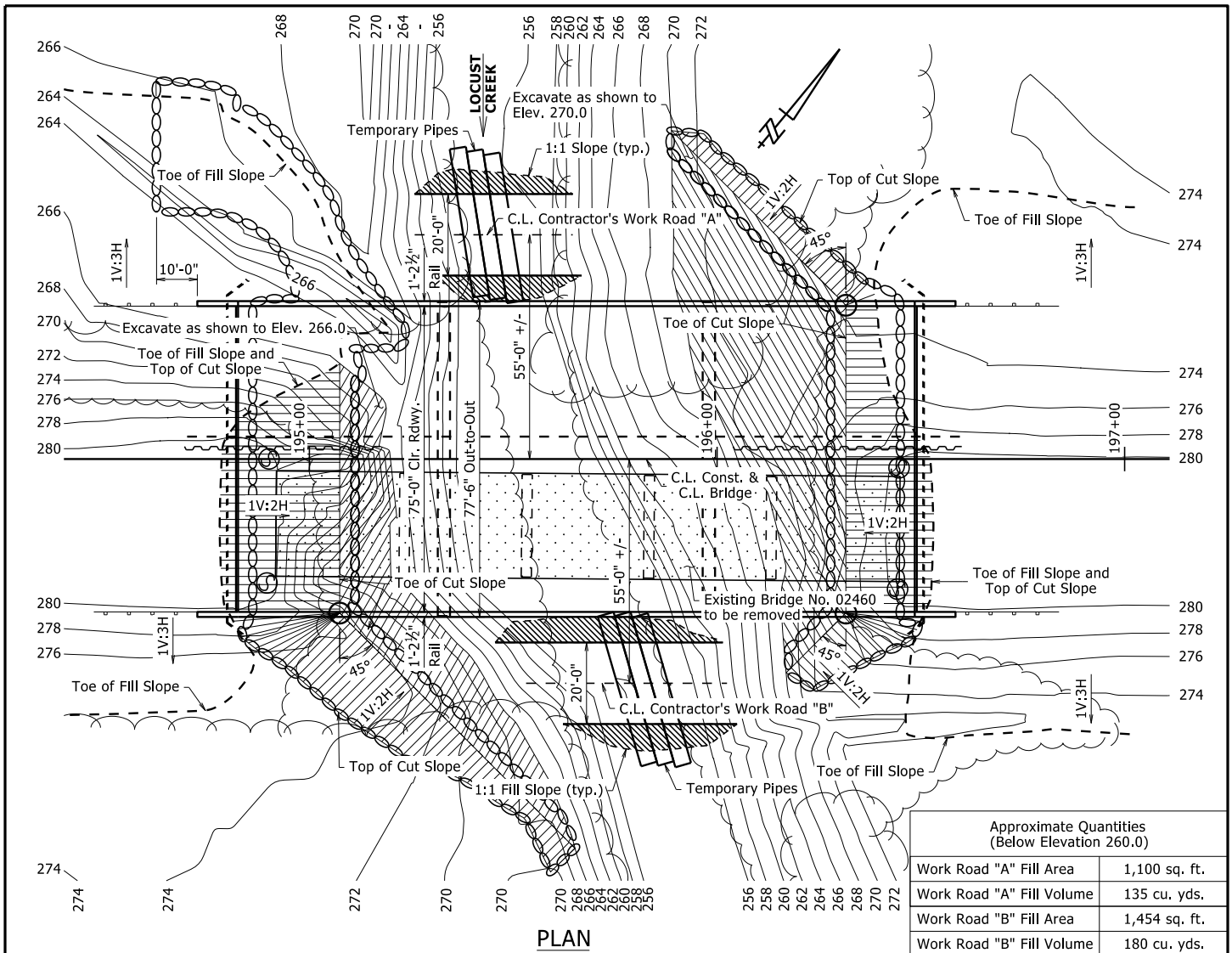
The temporary fill to construct the work road(s) shown has been permitted to facilitate construction of the project. Four six foot diameter culverts shall be used for each temporary work road to maintain low stream flows and assist passage of aquatic wildlife.

The Contractor may submit an alternative work road plan for approval by the Engineer showing details of and describing the proposed modifications. A primary objective of any proposed modifications should be to minimize the reduction of waterway opening in the floodplain. The top of the alternative work road(s) shall not exceed the elevation shown. A determination will be made by the Engineer within ten (10) business days concerning the necessity or practicability of the request. A modification of the Section 404 Permit and additional review time by the Corps of Engineers may be required if the alternative work road(s) increases the volume of temporary fill that has been permitted for the project. The contract time will not be extended for the time required to consider or approve any alternate work road(s) submittals.

Any additional work or expenses incurred preparing, submitting, or completing the alternate work road plan shall be at no additional cost to the Department. See SP Job 100633 "Construction in Special Flood Hazard Areas" and Section 110.05(c) in the Standard Specifications for additional information. The Contractor is responsible for maintenance of the work road(s) during the contract period.



**CONCEPTUAL WORK PLAN
FOR TEMPORARY FILL
BRIDGE OVER JACKS CREEK
JOB NO. 100633**

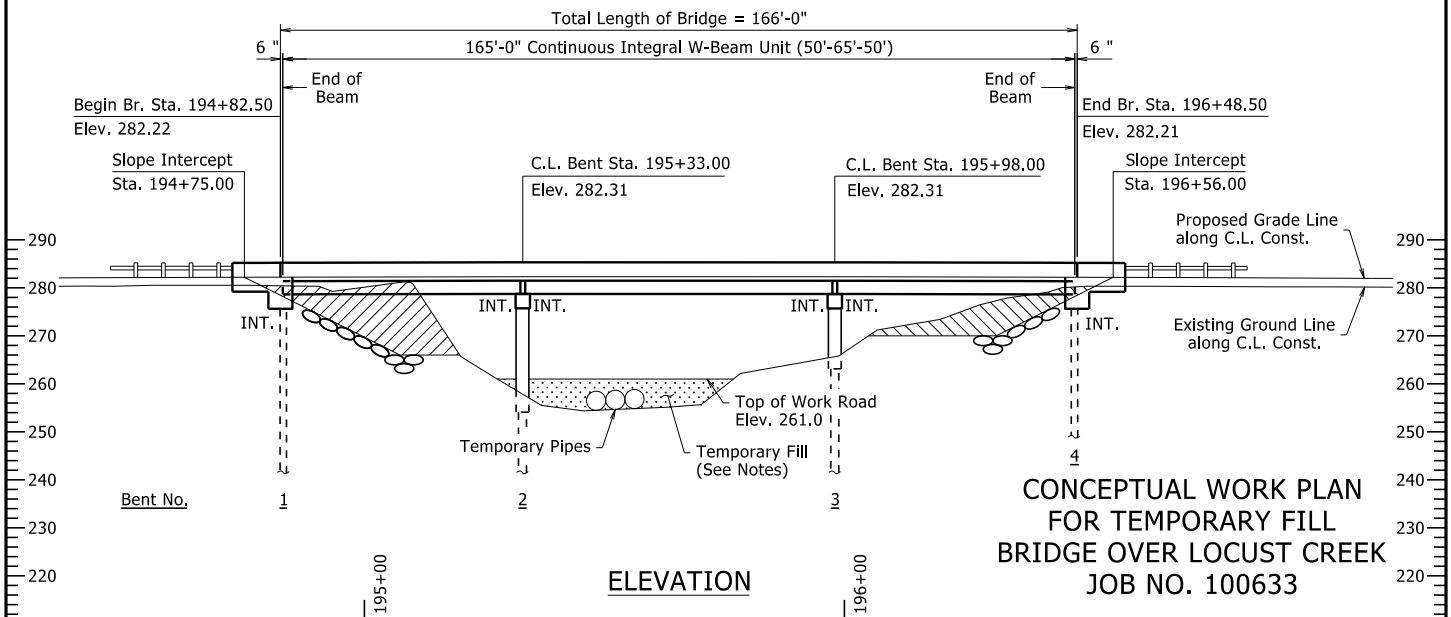


Notes:

The temporary fill to construct the work road(s) shown has been permitted to facilitate construction of the project. The Contractor shall determine and provide temporary culverts of a size and number that will be sufficient to maintain low stream flows and assist passage of aquatic wildlife.

The Contractor may submit an alternative work road plan for approval by the Engineer showing details of and describing the proposed modifications. A primary objective of any proposed modifications should be to minimize the reduction of waterway opening in the floodplain. The top of the alternative work road(s) shall not exceed the elevation shown. A determination will be made by the Engineer within ten (10) business days concerning the necessity or practicability of the request. A modification of the Section 404 Permit and additional review time by the Corps of Engineers may be required if the alternative work road(s) increases the volume of temporary fill that has been permitted for the project. The contract time will not be extended for the time required to consider or approve any alternate work road(s) submittals.

Any additional work or expenses incurred preparing, submitting, or completing the alternate work road plan shall be at no additional cost to the Department. See SP Job 100633 "Construction in Special Flood Hazard Areas" and Section 110.05(c) in the Standard Specifications for additional information. The Contractor is responsible for maintenance of the work road(s) during the contract period.



ARKANSAS DEPARTMENT OF TRANSPORTATION

JOB NO. 100633

STORM WATER POLLUTION PREVENTION PLAN

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

Prepared for:

ARKANSAS DEPARTMENT OF TRANSPORTATION

Date: June 13, 2024

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* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
 - ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

PROJECT NAME AND LOCATION:

Job 100633, Paragould – North (S)

ARKANSAS DEPARTMENT OF TRANSPORTATION
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STORM WATER POLLUTION PREVENTION PLAN

OPERATOR NAME AND ADDRESS:

Arkansas Department of Transportation

Name of District Engineer Shane Wood

Address of District Headquarters

2510 Highway 412 West, P.O. Box 98

Paragould, AR 72451-0098

Name of Resident Engineer (Contact Person) Ryan Blankenship

Contact Number (870) 236-6307

A. Site Description

- 1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.
- 2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This project is to widen 2.38 miles of Hwy. 49 in Greene County to five lanes. This project consists of bridge construction, earthwork, aggregate base course, ACHM binder and surface courses, minor drainage structures, and erosion control.
- 3) Sequence of Activities:

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

- a. Clearing and grubbing/Removal and disposal of items
- b. Notch and widening
- c. Construction of bridges, box culvert, and other drainage structures
- d. Surfacing and driveways
- e. Seeding

4) Total Acres Available: 56.95 Total Disturbed Area: 48.72

(*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
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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 0.43

After construction is completed, the site will have a runoff coefficient of 0.57

b. Soil Information Moderately to highly plastic clays containing varying amounts of sand

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

Refer to Contractor identification form in Section S and the Inspector identification form in Section T. 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. Unnamed Ditch, Sta. 105+80

b. Jack's Creek, Sta. 149+60

c. Locust Creek, Sta. 195+50

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

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: Locust Creek

Narrative Description of Nearest Water: Jack's Creek thence to Locust 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 DEQ.

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

N/A

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

(<https://www.adeq.state.ar.us/water/planning/integrated/tmdl/>)

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

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STORM WATER POLLUTION PREVENTION PLAN

Statement 1:

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

Statement 2:

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

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

Statement 1:

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

Statement 2:

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

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

E. Discharges to ERW, NSW, or ESW:

Statement 1:

The construction site is not located within a watershed of an ERW, ESW, or NSW.

Statement 2:

_____ The construction site is located within a watershed of an ERW, ESW, or NSW. Additional BMPs have been considered for implementation in these areas.

ARKANSAS DEPARTMENT OF TRANSPORTATION
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STORM WATER POLLUTION PREVENTION PLAN

F. Watershed of Potential Losing Stream and/or Sensitive Aquatic Species:

Statement 1:

 X The construction site is not located within a watershed of a potential losing stream and or sensitive aquatic species.

Statement 2:

 The construction site is located within a watershed of a potential losing stream and or sensitive aquatic species. Additional BMPs have been considered for implementation in these areas.

G. 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 to minimize the discharge of pollutants as necessary to meet applicable water quality standards.

H. 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.

I. 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) Silt fence placement, clearing and grubbing, removal and disposal of items
- 2) Perform notch and widening
- 3) Construction of bridges and drainage structures – ditch checks and silt fence ongoing
- 4) Rough and final grading of roadway – silt fence and temporary seeding ongoing
- 5) Permanent seeding

2. Stabilization Practices: (Permit Pg. 6 of Part II)

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

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STORM WATER POLLUTION PREVENTION PLAN

- Dust control - wet down dusty areas as needed/ongoing
- Erosion control matting - as shown in plans
- Geotextiles - _____
- Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing
- Mulches - _____
- Mulch control netting - _____
- Off-site tracking controls (Either stabilized exits and/or wheel washing)*
- Preserving existing vegetation - as shown on the job plans/ongoing
- Sod stabilization - on flared end sections and R.C. Box Headwalls
- 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.
- 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 DEQ.

If encroachment is necessary within these required buffer zones, briefly describe the reason why.)

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

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

3. Structural Practices: (Permit Pg. 7 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) _____

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Curb & gutter - _____

Ditch checks** - as shown in plans/ongoing

Diversion ditches - _____

Drainage swales - _____

Drop inlet silt fences - _____

Erosion Control Matting - as shown in plans

Gabions - _____

Inlet & outlet protection - as shown in plans

Silt fences - as shown in plans

Slope drains - _____

Storm sewer - as shown in plans/ongoing

Retaining walls - _____

Temporary Silt Dikes - _____

Wattles/Sediment Logs - _____

Filter Socks - _____

Other - _____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements, the procedures for the removal of a sediment basin can be found in the Standard Specifications Subsection 621.03.

**Hay/Straw bales will not be used in areas of concentrated flow.

J. 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. 8 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:

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STORM WATER POLLUTION PREVENTION PLAN

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

3) Temporary sanitary facilities:

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

4) Concrete waste area:

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

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

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

K. Non-Storm Water Discharges: (Permit Pg. 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.J.2
- 2) Uncontaminated landscape Irrigation
- 3) Uncontaminated 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.

L. Post-Construction Storm Water Management: (Permit Pg. 8 of Part II)

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

<u> X </u>	Channel linings	<u> X </u>	Concrete ditch paving
<u> X </u>	Culverts	<u> </u>	Curb and gutter
<u> </u>	Detention basins	<u> </u>	Drop inlets
<u> X </u>	Dumped riprap	<u> </u>	Floodgates

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<input type="checkbox"/>	Gabions	<input type="checkbox"/>	Grassed swale
<input checked="" type="checkbox"/>	Inlet & outlet protection	<input checked="" type="checkbox"/>	Permanent seeding
<input type="checkbox"/>	Retention pond	<input type="checkbox"/>	Riprap
<input checked="" type="checkbox"/>	Solid sodding	<input type="checkbox"/>	Storm sewer
<input type="checkbox"/>	Topsoil replacement	<input checked="" type="checkbox"/>	Underdrains
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland creation
<input type="checkbox"/>	Other-list _____		

Velocity dissipation devices:

<input type="checkbox"/>	Concrete spillways	<input type="checkbox"/>	Grouted riprap
<input checked="" type="checkbox"/>	Permanent seeding & mulch	<input checked="" type="checkbox"/>	Underdrains
<input checked="" type="checkbox"/>	Solid sodding	<input checked="" type="checkbox"/>	Concrete ditch paving
<input checked="" type="checkbox"/>	Dumped riprap	<input type="checkbox"/>	Detention basins
<input type="checkbox"/>	Velocity dissipators	<input type="checkbox"/>	Wetland infiltration
<input type="checkbox"/>	Other-list _____		

M. 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.

N. Inspections: (Permit Pg. 8-9 of Part II)

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

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

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

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

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery.**

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STORM WATER POLLUTION PREVENTION PLAN

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.

O. 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. 10 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.A.4.O.

P. 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.**

Q. 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) 569-2595, or the U.S. Fish and Wildlife Service at (501) 513-4489.

R. 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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 JOB NO. 100633
 STORM WATER POLLUTION PREVENTION PLAN**

S. 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.

Item	Item

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: _____

ARKANSAS DEPARTMENT OF TRANSPORTATION
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STORM WATER POLLUTION PREVENTION PLAN

U. Plan Certification: (Permit Pg. 10 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

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

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

Printed Name: Trinity D. Smith

Printed Title: Engineer of Roadway Design

Signature:  *CRM*

Date: 6/13/2024

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 100633
VALUE ENGINEERING

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

The following is added as a new subsection:

104.08 Value Engineering Change Proposals (VECP).

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

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

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

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

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

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

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

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

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the cooperative advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, desired appearance, and safety.

ARKANSAS DEPARTMENT OF TRANSPORTATION
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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. 100633
VALUE ENGINEERING

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

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

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

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

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

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

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

Reimbursement will be made as follows:

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

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

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

4. Payments as designated above will be made to the Contractor. If the VECP was originated by a subcontractor, the Contractor shall be responsible for any and all payments to the subcontractor arising from the approval of the VECP.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 100633

UTILITY ADJUSTMENTS

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

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

1. Owner – AT&T Arkansas

Contact Anthony Brown, 501-681-8279, 17000 Cantrell Road, Little Rock, Arkansas 72223.

AT&T Arkansas has been issued a work order with an estimated completion date of February 25, 2025.

2. Owner – Craighead Electric Cooperative Corporation

Contact Blake Hufstедler, 870-336-4492, 4314 Stadium Boulevard, Jonesboro, Arkansas 72204.

Craighead Electric Cooperative Corporation has been issued a work order with an estimated completion date of October 10, 2024.

3. Owner – Paragould Light Water & Cable (Power)

Contact Landon Long, 870-239-7000, 1901 Jones Road, Paragould, Arkansas 72451.

Paragould Light Water & Cable (Power) has advised all adjustments are complete.

4. Owner – Paragould Light Water & Cable (Cable)

Contact Landon Long, 870-239-7000, 1901 Jones Road, Paragould, Arkansas 72451.

Paragould Light Water & Cable (Cable) has advised all adjustments are complete.

5. Owner – St. Francis River Rural Water Distribution District

Contact Tonya Thompson, 870-240-8613, 129 AR-135, Paragould, Arkansas 72450.

St. Francis River Regional Water District has been issued a work order with an estimated completion date of December 11, 2024.

6. Owner – Summit Utilities

Contact Grace Grubb, 501-377-4851, 1400 Centerview Drive Suite 100, Little Rock, Arkansas 72211.

Summit Utilities has advised that no adjustments are necessary.

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

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

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

Job 100633
 May 17, 2024

Utility Owner	Facility Type	Location	Station Number	Est. Comp. Date
AT&T Arkansas	Buried Fiber Optic Cable	Parallel Hwy. 49	Throughout	2/25/2025
Craighead Electric Cooperative Corporation	3 Phase Power & Aerial Fiber	Parallel Hwy. 49	110+00 to 225+42	10/10/2024
		Parallel Hwy. 49	300+89 to 307+81	
		Crossings	112+76, 119+00, 136+42, 140+00, 159+85, 170+00, 176+00, 178+00, 180+50, 213+48, 213+98	
Paragould Light, Water & Cable (Power)	3 Phase Power	Parallel Right Hwy. 49	100+00 to 108+00	Adjustments Complete
			100+00 to 108+00	
Paragould Light, Water & Cable (Cable)	Aerial Communications	Parallel Right Hwy. 49	100+00 to 108+00	Adjustments Complete
			100+00 to 108+00	
St. Francis River Water Distribution District	Buried 8" Sewer Line	Parallel Right Hwy. 49	Throughout	12/11/2024
Summit Utilities	Buried Gas Main	Parallel Left Hwy. 49	Throughout	No Conflict

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following table:

WORKING DAY PROJECTS

ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 100,000	\$ 140
100,000	500,000	400
500,000	1,000,000	660
1,000,000	2,000,000	800
2,000,000	5,000,000	1,380
5,000,000	10,000,000	1,800
10,000,000	15,000,000	2,620
15,000,000	20,000,000	2,720
20,000,000	30,000,000	2,940
30,000,000	-----	3,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 100,000	\$ 60
100,000	500,000	80
500,000	1,000,000	220
1,000,000	2,000,000	300
2,000,000	5,000,000	420
5,000,000	10,000,000	1,000
10,000,000	15,000,000	1,200
15,000,000	20,000,000	1,300
20,000,000	30,000,000	1,400
30,000,000	-----	1,520

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONTRACTOR'S LICENSE

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

The third paragraph of **Subsection 102.01, Prequalification of Bidders**, is hereby deleted and the following substituted thereof:

The attention of prospective bidders is directed to Ark. Code Ann. §17-25-101 et seq., Act 150 of the 1965 Acts of Arkansas, being an "Act Regulating the Practice of Contracting in the State of Arkansas", and any subsequent amendments made thereto. When the work offered is financed in whole with State funds and is estimated to cost \$50,000 or more, the prospective bidder must show evidence of its license and evidence of registration or license of its subcontractors 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 or registered by the Contractors Licensing Board for the State of Arkansas.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DEPARTMENT NAME CHANGE**

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ISSUANCE OF PROPOSALS

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

Subsection 102.04(j) is hereby deleted and the following is substituted therefore:

(j) If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages.

Subsection 102.04(k) is hereby deleted and the following is substituted therefore:

(k) If the prospective bidder has a current Contract in default.

Subsection 102.04(n) is hereby added:

(n) If the prospective bidder has an individual, as an officer/owner/partner of any firm, partnerships or corporation, that has entered into a previous or current contract with the Commission that in the Department's sole discretion, is subject to any of the reasons listed in Subsection 102.04(a)-(m).

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PREQUALIFICATION OF BIDDERS**

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

The following paragraph has been added to **Subsection 102.01**:

A contractor with common officers/owners/partners of any firm, partnerships, joint ventures, or corporations that is seeking prequalification, has been prequalified, or has entered into a previous or current contract with the Commission may have the prequalification denied, limited, or revoked for the reasons listed in Subsection 102.04(a)-(m).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONTACT INFORMATION FOR MOTORIST DAMAGE CLAIMS

Section 103, AWARD AND EXECUTION OF CONTRACT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the fourth paragraph of **Subsection 103.05(b), Liability Insurance**:

Prior to beginning construction, the Contractor shall provide the Engineer with the name, phone number and e-mail address for the individual within their organization responsible for submission of claims for damages to motorists' vehicles inside the work zones. This information shall be updated annually or whenever this responsibility changes within the Contractor's organization. The information will be made available to the public on the Department's webpage.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
MAINTENANCE DURING CONSTRUCTION

Division 100 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 105.15 is hereby modified as follows:

The first paragraph of **Subsection 105.15** is hereby deleted and the following substituted therefor:

105.15 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. For contracts containing a Flexible Beginning of Work special provision, the responsibility for maintenance by the Contractor will begin at the earlier date of the following:

- when the Contractor begins work, or
- on the date of the beginning of time charges in accordance with the Work Order if the Contractor has not commenced work.

This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RESTRAINING CONDITIONS

Section 107 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first bullet of the first paragraph of **Subsection 107.10 Restraining Conditions (a), General**:

- Human remains, burials, and/or associated burial artifacts

The following is hereby added after the second paragraph of **Subsection 107.10 (b), Restraining Conditions Within the Right-of-Way**:

When restraining conditions under (1) and (2) below are encountered, the following provisions should be executed.

(1) If archeological sites and/or historically significant cultural resources are unexpectedly impacted or subsequently discovered during construction, the Contractor shall stop work with no ground-disturbing activities occurring within a two hundred (200)-foot radius of the location of the discovery. The Engineer shall be notified immediately, who will then notify the Environmental Division. A Department staff archeologist will inspect the discovery and determine if the established buffer radius is appropriate. The radius may be decreased or increased based on the nature of the discovery at the discretion of the archeologist. Work in the buffer radius shall not resume until the Environmental Division has provided written notification to the Engineer that construction activities can proceed.

(2) If human remains, burials, and/or associated burial artifacts are encountered during construction, the Contractor shall stop work with no ground-disturbing activities occurring within a two hundred (200)-foot radius of the location of the discovery and the location secured and protected by flagging or fencing. The human remains shall be covered with a canvas tarp and shall not be removed or collected. The Engineer shall be notified immediately, who then will notify the Environmental Division. A Department staff archeologist will inspect the remains and determine if the established buffer is appropriate. The radius may be decreased or increased based on the nature of the discovery at the discretion of the archeologist. The local law enforcement and Chief Medical Examiner will be notified by the Environmental Division. Work in the buffer radius shall not resume until the Environmental Division has provided written notification to the Engineer that construction activities can proceed.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RESTRAINING CONDITIONS

The following is hereby added after the third sentence of the first paragraph of **Subsection 107.10 (c), Restraining Conditions Outside the Right-of-Way, (2) Non-commercially Operated Site:**

The Contractor shall limit the amount of acres submitted for an off-site location to no more than 10 acres, except for commercial areas, previously approved locations, or where previous ground disturbance exists. If a Contractor requires more than 10 acres for a proposed off-site location, the Contractor may, at no cost to the Department, acquire approval for use of the site from the State Historic Preservation Officer and a qualified archeological consultant.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER

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

Subsection 108.02(b)(2) is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
QUALITY CONTROL AND ACCEPTANCE

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CEMENT

Section 307 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last bullet of the first paragraph of **Subsection 307.03, Materials. (b) Cement.**

- Portland-Limestone Cement, AASHTO M240, Type 1L. Type 1L shall have a limestone constituent greater than 5 percent and less than or equal to 15 percent by mass of blended cement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CEMENT

Section 308 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last bullet of the first paragraph of **Subsection 308.03, Materials. (b) Cement.**

- Portland-Limestone Cement, AASHTO M240, Type 1L. Type 1L shall have a limestone constituent greater than 5 percent and less than or equal to 15 percent by mass of blended cement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The fifth sentence of the second paragraph of **Subsection 404.01, Design of Asphalt Mixtures, (a) General**, is hereby deleted and the following substituted therefor:

A mix design that has not been produced on an ARDOT project in the last two years is inactive. The Contractor may submit a passing field verification test for the inactive asphalt mix design to the Materials Division to be reactivated. Asphalt mix designs with an expiration date may remain in production if they are not inactive.

The third through fifth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

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. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall be allowed two attempts to verify the mix design if being placed on an ARDOT project and three attempts to verify the mix design if being placed on a non-ARDOT project. 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.

Verification will begin with testing the plant produced mix using the aggregate proportions and asphalt binder content shown on the accepted mix design. After the first attempt of verification of the initial design, the Contractor may elect to adjust aggregate proportions to vary the accepted mix design gradations and bring the mix properties near the center of the compliance limits. If the mix is in subplot rejection, all future attempts will only be allowed on non-ARDOT projects.

The mix will be verified if the test values for air voids, asphalt binder content, and VMA are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

The Contractor may request a one-time field mix design be accepted by the Engineer of Materials. The Contractor will be notified in writing if the field mix design is accepted. A field mix design allows the Contractor to use the adjusted aggregate proportions for future verification of the mix design. Cold feed adjustments will be allowed to both the initial mix design and field mix design if they do not exceed more than 10% for any single cold feed or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. Gradation tolerances will be based off the initial job mix formula. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Once verified, the asphalt binder content shall be adjusted at the plant to obtain the optimum asphalt binder content shown on the mix design during production based on the lot average. At no time shall the asphalt binder content be adjusted in a manner to produce an asphalt binder content lower

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

than the design value. Adjustments to the asphalt binder content are not allowed for control of any volumetric property. All changes to be made to the asphalt binder content must first be reported to the Engineer. If adjustments do not give the intended result, production shall be stopped, and the asphalt plant and equipment shall be recalibrated and adjusted so the asphalt binder content can be successfully obtained.

The test method ARDOT 461, (NOTE 3), and (NOTE 4) in the table of the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted.

The thirteenth and fourteenth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures, NOTE 3 and NOTE 4** are hereby deleted.

The eighteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted.

The fourth and fifth sentences in the nineteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

Individual aggregate cold feeds should be adjusted to bring the mix design properties near the center of compliance limits. If excessive changes are required, production will be suspended, and a new mix design shall be developed according to the applicable specifications. Excessive changes are cold feed adjustments that exceed more than 10% for any single cold feed change or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Section 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The first through third sentences in the first paragraph of **Subsection 410.09(a), General**, are hereby deleted and the following is substituted therefor:

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. If the mix produced does not verify the mix design, the material placed on the roadway shall be declared a partial lot. If all verification attempts have been exhausted, a new mix design shall be required.

Section 411, ASPHALT CONCRETE COLD PLANT MIX, is hereby modified as follows:

The third sentence of **Subsection 411.05 (b), Acceptance**, is hereby amended and the following is substituted therefor:

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

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

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

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

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

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

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

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

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

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

Table 405-1		
Design Requirements for Asphalt Concrete Hot Mix Base Course		
(1-1/2" [37.5 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
2" (50.0)	100	
1½" (37.5)	90 - 100	
1" (25.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	15 - 41	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	0 - 6	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	11.5 – 13.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

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

Table 406-1		
Design Requirements for Asphalt Concrete Hot Mix Binder Course (1" [25 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
1½" (37.5)	100	
1" (25.0)	90 - 100	
¾" (19.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	19 - 45	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	1 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	12.5 – 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

Table 407-1 and Table 407-2 of **Subsection 407.04, Construction Requirements and Acceptance**, are hereby deleted and the following substituted therefor:

Table 407-1		
Design Requirements for Asphalt Concrete Hot Mix Surface Course (1/2" [12.5 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
3/4" (19.0)	100	
1/2" (12.5)	90 - 100	
3/8" (9.5)	90 max.	
No. 8 (2.36)	28 - 58	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	14.0 – 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

Table 407-2

Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8" [9.5 mm])

	Control Points	
Sieve (mm)	Percent Passing (%)	
½" (12.5)	100	
3/8" (9.5)	90 - 100	
No. 4 (4.75)	90 max.	
No. 8 (2.36)	32 - 67	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	15.0 – 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm.)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

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

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

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

- All ACHM mixes must contain a liquid, anti-strip additive.

Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

Sections 401 and 403 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the second sentence of **Subsection 401.02 Materials**:

Trackless Tack meeting the requirements of this supplemental specification may be used as Tack Coat at no additional cost to the Department.

The following is hereby added after the fifth sentence of **Subsection 401.03(c), Application of Tack Coat**:

When Trackless Tack is used, the Contractor shall follow the manufacturer's recommendations for storage, application temperature, and application rate.

The following is hereby added as the second paragraph of **Subsection 401.06, Basis of Payment**:

If the Contractor elects to use Trackless Tack in lieu of Tack Coat, the application and payment for the material used will be measured and paid for at the contract unit price bid for Tack Coat per gallon (liter).

The following is hereby added after the second sentence of the first paragraph **Subsection 403.03, Asphalt Materials**:

The manufacturer shall submit certified test results for Trackless Tack to the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

The following is hereby added as **Subsection 403.03 (g), Trackless Tack:**

Trackless tack shall be an anionic or cationic asphalt emulsion conforming to the requirements below:

	Test Method	Min	Max
Viscosity, Saybolt Furol at 25°C SFS	AASHTO T59	20	150
Storage stability test, 24-h, %	AASHTO T59		1
Sieve test, %	AASHTO T59		0.3
Residue by distillation, %	AASHTO T59	50	
Tests on residue from distillation:			
Penetration, 25°C, 100 g, 5 s	AASHTO T59		20
*Solubility %	AASHTO T44	97.5	
*Ash Content	AASHTO T111		1
Softening Point °C	AASHTO T53	65	

*Ash Content or Solubility may be used for testing purposes of the residue from distillation.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN OF ASPHALT MIXTURES

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

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

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

Subsection 409.03(h), Plant Inspection, is hereby deleted and the following substituted therefor:

(h) Plant Inspection. The Engineer shall have access to all parts of the plant.

The Contractor shall provide and maintain a laboratory facility for the exclusive use of the Engineer. This facility shall be located at the plant site. The dimensions and other requirements specified herein are minimums. The facility may be built by the Contractor for the specific purposes stated. Portable structures used as lab facilities must be anchored to the ground and have adequate reinforcement to the floor to provide stability for lab equipment. It is not intended, however, to preclude the use of commercially built trailers or prefabricated buildings that may deviate in minor dimension or detail from the requirements listed but may in some features exceed these requirements and in all major respects be entirely suitable for the purpose intended. The Contractor may furnish, in lieu of a separate building, a facility having sufficient space in a building, parts of which are used for other purposes, provided that the facility furnished meets all other requirements of this subsection; is physically separated from the remainder of the building; and has an outside entrance with unrestricted access allowed and reserved for the exclusive use of the Engineer. Adequate space shall be provided for parking of at least three Department vehicles in the vicinity of the facility. The Engineer will determine the suitability of any facility furnished.

General requirements for the laboratory facility are:

- Minimum working laboratory space of 380 square feet (35.3 sq m) for building widths between 8' to 12' (2.4 to 3.7 m) or 208 square feet (19.3 sq m) with a width of 12' (3.7 m) or greater.
- Minimum designated office space of 30 square feet (2.8 sq m) shall be included in addition to the laboratory square footage.
- A ceiling height of 8' (2.4 m) or greater.
- A desk or table approximately 24" x 36" (600 mm x 900 mm), with at least two drawers, each approximately 13" x 13" x 18" (330 mm x 330 mm x 450 mm) for storing records and at least three office style rolling chairs.
- At least one door with a substantial lock and all keys placed in the possession of the Engineer. The door must be a minimum of 36" (900 mm) wide. A second entry door at the end of trailers that are greater than 30' (9.1 m) in length will be required for safety reasons.
- Access to a well-maintained restroom, with a functioning sink, within reasonable proximity to the Department laboratory facility. Portable restrooms are not acceptable.
- Floored, weatherproof, and reasonably dustproof.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

- Level and stable with substantial/durable structure capable of supporting required laboratory equipment. Movement in the lab shall not affect testing operations such as scale readings, etc.
- At least two glazed screened windows capable of being opened and locked only from the inside.
- Basic utility services shall be provided year-round as long as the plant is listed on the QPL. If utility services to the Department lab are voluntarily suspended at any time, the plant may be removed from the QPL.
- Equip the lab with heating and air conditioning units that maintain the ambient air temperature between 65 °F and 80 °F (18 °C and 27°C). The lab must be climate-controlled year-round.
- A work counter approximately 30" to 36" (760 to 900 mm) high with a minimum depth of 30" (760 mm). The countertop shall be metal capped with a rolled back edge of 2" (50 mm) if adjacent to the wall or other comparable durable surface. Total length of the work counter shall be approximately 35' (10.7 m) with a minimum of 12' (3.7 m) of counter length 36" (900 mm) deep.
- A minimum of 54" (1370 mm) width between parallel work counters.
- Adequate electric lights suitable for the purposes intended. At least one power outlet per every four feet of counter. At least two power outlets shall provide 220 VAC.
- An exhaust outlet with at least 3" (76 mm) inside diameter no farther than 8' (2.4 m) from the ignition oven shall be included near one of the 220 VAC outlets. Provide a surface for the ignition oven that is level, sturdy, and fireproof with at least 6" (152 mm) of clearance between the furnace and other vertical surfaces. The exhaust fumes exiting the furnace exhaust port may reach 270 °C (518 °F).
- An exhaust fan shall be installed over the equipment clean up area. The exhaust fan shall be equipped with a rheostat control and capable of exhausting in one minute a volume of air equal to the volume of the entire laboratory. The exhaust fan shall be maintained operational.
- A sink, approximately 25" (635 mm) square with a minimum depth of 9" (230 mm) with an outside drain.
- A clean water supply providing a minimum of 50 gallons (200 liters) storage capacity (or connected to a public or private water system), discharging through a faucet above the sink. A thermostat controlled hot water supply shall be provided to the laboratory sink.
- Adequate shelves and/or cabinets for storage of testing equipment that do not impede the operation of testing equipment.
- A storage area for storing nuclear equipment, complete with a substantial lock and all keys to this area placed in the possession of the Engineer.
- At least one Type ABC fire extinguisher (10-pound size minimum) with up-to-date inspection tag per 300 square feet of building.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

- A local access touchtone telephone line (with access to toll free telephone numbers but otherwise blocked for outgoing long-distance calls), with a landline modular jack and touchtone telephone, shall be provided in the laboratory facility for use by Department personnel.
- Reliable 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. The Broadband Internet Service shall be provided with equipment providing a minimum of one Ethernet port.

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.

Adequate maintenance of the laboratory facility shall be required for plant inclusion on the QPL and will be included as part of the annual ACHM plant inspection. Maintenance shall include, but is not limited to, HVAC and electrical systems, and plumbing. The Resident Engineer may determine a lab is in reasonable compliance with this specification if all required testing can be accomplished with reasonable ease by the Construction Materials Inspector.

The requirements of this Supplemental Specification shall be implemented in order to receive the next scheduled ACHM Plant Certification. If the requirements are not met and the Resident Engineer determines the laboratory is not within reasonable compliance an ACHM Plant Certification will not be provided until all requirements are fulfilled and/or the Resident Engineer is satisfied with the conditions of the facilities.

The field laboratory for asphalt mixing plants and the utility services provided will not be paid for directly but will be considered a part of the asphalt mixing plant.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

**CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF
ASPHALT CONCRETE PLANT MIX COURSES**

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

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints**, is hereby deleted and the following substituted therefor:

The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EVALUATION OF ACHM SUBLLOT REPLACEMENT MATERIAL

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a)**

General:

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

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

The fourth paragraph of **Subsection 416.03, Materials and Composition**, is hereby deleted and the following substituted therefor:

To ensure the “production” stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no “unprocessed” materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- RAP stockpiles should have only binder covered aggregates and therefore, there shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Uncoated aggregate from asphalt plant produced material shall not be considered virgin aggregate as it applies to RAP. Plant startup and shut down materials will be considered binder covered and are allowed.
- Unprocessed RAP and processed RAP stockpiles shall be separated by distance and each stockpile signed accordingly.
- Only processed RAP shall be introduced into asphalt mixes. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating. Use of the scalper screen on the plant does not define processed RAP.
- Processed RAP stockpiles shall be of adequate size for multiple operational days of asphalt mix production at the plant’s maximum production rate. Processed RAP must be stockpiled before use in plant production. Processed RAP may not be taken from underneath the crusher and placed directly into the cold feed bins. If the crusher is feeding the processed stockpile, the loader must load the cold feed bins from the opposite end of the processed stockpile.

Quality control testing for asphalt binder content and gradation of RAP shall be the contractor’s responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job’s field verification process.
- Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.
- One set of tests for every 10,000 tons of ACHM produced.
- The first tests on the job must be performed within the first 3 days of production on the job.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

The Contractor has the option of quality control testing while the processed stockpile is being built in lieu of testing during production. Quality control testing for asphalt binder content and gradation of RAP shall be the Contractor's responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.
- One set of tests for every 1,500 tons of RAP produced for each stockpile.
- The quantity of RAP being placed in the processed stockpile must be tracked.

The Contractor shall pick only one option of quality control method per processed RAP stockpile. The Engineer shall be given the opportunity to witness all testing. Test results shall be submitted to the Engineer by the next business day. The Contractor shall keep a logbook to track the consistency of the asphalt binder content and gradation.

If testing determines the properties of the RAP have deviated significantly from the mix design, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM continues. Once adjustments are made and the plant produced mix has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

To create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T 308 with the specific requirements as follows:

- Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of $230\text{ }^{\circ}\text{F} \pm 9\text{ }^{\circ}\text{F}$.
- The ignition oven burn temperature used during the mix design process must be used for quality control. The burn temperature shall be reported on the mix design submittal.
- Asphalt Binder Content = % loss – Aggregate Correction Factor (ACF)
- An ACF for each processed RAP stockpile shall be submitted with the mix design if used. An ACF for the job mix formula shall be submitted on the mix design if used. If multiple ignition ovens are used, an ACF for each oven shall be submitted.
- Determination of the ACF may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CEMENT

Section 501 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last bullet of the first paragraph of **Subsection 501.02, Materials. (a) Cement.**

- Portland-Limestone Cement, AASHTO M240, Type 1L. Type 1L shall have a limestone constituent greater than 5 percent and less than or equal to 15 percent by mass of blended cement.

The second sentence of the third paragraph of **Subsection 501.02, Materials. (a) Cement.** is revised as follows:

The total alkalis in the cementitious material (Portland cement, Portland – Limestone cement, fly ash or slag cement) shall not exceed 5 lb/cu yd (3 kg/cu m).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE DRIVEWAY

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

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

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

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

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE DITCH PAVING

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

Section 605, CONCRETE DITCH PAVING, is hereby modified as follows:

The last sentence of **Subsection 605.03(e) Expansion Joints** is hereby deleted and the following substituted therefor:

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS FOR SIDE DRAINS

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

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

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

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

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

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

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

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

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of MASH Test Level 3 (TL-3). All materials shall be new. Rail elements and posts shall meet the requirements above. All steel components shall be galvanized. All parts shall be clearly identified for proper assembly and replacement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
GUARDRAIL DELINEATORS

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

Section 617, GUARDRAIL is hereby modified as follows:

The following is hereby added as **Subsection 617.02(g) Delineators**.

Guardrail delineators shall be included on the Department's Qualified Product List (QPL).

The following is hereby added as **Subsection 617.03 (g) Delineators**.

Guardrail delineators shall be installed at 37.5' spacing maximum in tangent sections except that any individual run of guardrail shall have no less than three delineators installed. Spacing may be reduced in curves as directed by the Engineer.

Guardrail delineators shall have a minimum reflective area of 8.0 sq. in. per side, be made of galvanized metal with a 12-gauge minimum thickness, and be capable of being bolted to the guardrail web. The delineator shall have two (2) reflective surfaces and shall use reflective sheeting conforming to ASTM D4956 Types VIII or IX. Reflective sheeting used shall be listed on the Department's Qualified Products List (QPL) 723 Reflective Sheeting.

The following is hereby added as the last sentence of **Subsection 617.05 Basis of Payment. (a)**

Payment for the Guardrail Delineators will not be paid for separately, but full compensation therefor will be considered included in the contract unit price for Guardrail (Type ____).

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION**

Mulch Cover

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE ISLAND

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

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

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

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

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

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

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

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

Steel shall be furnished according to the following specifications:

- (a) **Carbon Steel.** Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709, Grade 36 (250). Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.
- (b) **High Strength Low-Alloy Structural Steel.** High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates 1/4" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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SUPPLEMENTAL SPECIFICATION
STRUCTURES

- (c) **High-Yield-Strength, Quenched and Tempered Alloy Steel Plate.** High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

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

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

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

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

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

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

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

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

- (b) **Required Tests.** High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

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STRUCTURES

1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:

Torque = Maximum Measured Torque
(Foot-pounds [newton meter])

P = Measured Bolt Tension (pounds [kilonewtons])

D = Nominal Diameter (Feet [mm])

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

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

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

- (1) Subparagraph 1.3.4 is modified to include:

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

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

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

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

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

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

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

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

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONCRETE FOR STRUCTURES

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
CEMENT

Section 802 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last bullet of the second paragraph of **Subsection 802.02, Materials. (a) Cement.**

- Portland-Limestone Cement, AASHTO M240, Type 1L. Type 1L shall have a limestone constituent greater than 5 percent and less than or equal to 15 percent by mass of blended cement.

The second sentence of the fourth paragraph of **Subsection 802.02, Materials. (a) Cement** is revised as follows:

The total alkalis in the cementitious material (Portland cement, Portland – Limestone cement, fly ash or slag cement) shall not exceed 5 lb/cu yd (3 kg/cu m).

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 DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****STEEL STRUCTURES**

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 807, Steel Structures, is hereby modified as follows:

The first paragraph **Subsection 807.02** is hereby deleted and the following substituted therefor:

All structural steel fabricators shall be certified for AISC Category SBR (Simple Steel Bridge Structures), IBR (Intermediate Steel Bridge Structures - Major), ABR (Advanced Steel Bridge Structures - Major), or CPT (Bridge Component Standard), as appropriate, except as provided herein. In addition, the fabricator shall have the appropriate Complex Coatings Endorsement (P1, P2, or P3) which qualifies them to apply complex coating systems.

**ARKANSAS
STATE HIGHWAY COMMISSION**



**STANDARD SPECIFICATIONS
FOR
HIGHWAY CONSTRUCTION**

EDITION OF 2014

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

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS

PROPOSAL FOR CONSTRUCTING:

THE PURPOSE OF THIS PROJECT IS TO WIDEN APPROXIMATELY 2.375 MILES OF HIGHWAY 49 FROM TWO LANES TO FOUR LANES IN GREENE COUNTY. THIS PROJECT CONSISTS OF CLEARING AND GRUBBING, REMOVAL AND DISPOSAL ITEMS, EARTHWORK, AGGREGATE BASE COURSE, ACHM BINDER AND SURFACE COURSES, COLD MILLING ASPHALT PAVEMENT, ACHM PATCHING OF EXISTING ROADWAY, APPROACH SLABS AND GUTTERS, PORTLAND CEMENT CONCRETE DRIVEWAY, MAINTENANCE OF TRAFFIC, CONCRETE DITCH PAVING, MINOR DRAINAGE, GUARDRAIL, EROSION CONTROL, CONCRETE ISLAND, RUMBLE STRIPS, PAVEMENT MARKING, CONSTRUCT TWO CONTINUOUS INTEGRAL W-BEAM SPAN BRIDGES (TOTAL LENGTH 266.00'), CONSTRUCT ONE RC BOX CULVERT (26.67'), AND MISC. ITEMS.

State Highway 49, Section 2, in **GREENE** County, Arkansas, in accordance with Standard Specifications for Highway Construction, Edition of 2014; the Supplemental Specifications and Special Provisions attached hereto; and the Construction Plans on file in the Office of the State Highway Commission, designated as

Job **100633** **FEDERAL AID PROJECT STPF-0028(60)**

Job Name: **PARAGOULD – NORTH (S)**

said project being approximately **2.375 miles in length.**

Proposal received until 10:00 a.m. on September 18, 2024

TO THE ARKANSAS STATE HIGHWAY COMMISSION:

Gentlemen: By submission of your bid, you agree to the following:

It is hereby certified that a careful examination has been made of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Form of Contract and the site of the work throughout its whole extent. On the basis of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Form of Contract, the bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials as specified, in the manner and at the time prescribed, and to finish the entire project within the time hereinafter proposed. The bidder understands that the quantities of work mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work, whether increased or decreased, in accordance with the provisions of the Specifications, and at the unit prices bid in the attached Schedule of Items.

Receipt is hereby specifically acknowledged, and complete examination expressly guaranteed of the following:

1. Standard Specifications for Highway Construction, Edition of 2014.
2. Supplemental Specifications.
3. Special Provisions.
4. Proposal Documents.
5. Schedule of Items.
6. Construction Plans.

The bidder further proposes to perform all Extra Work that may be required, on the basis provided in the Specifications, and to give such work personal attention, and to secure economical performance.

The bidder further proposes to execute the contract agreement, and to furnish satisfactory bonds within ten days after he has received notice that he has been awarded the contract. The bidder further agrees to begin work when ordered by the Engineer, or within ten days thereafter, and to complete the work **within the number of calendar days bid by the bidder in accordance with the Job Special Provision “Site Use (A+C Method)-Calendar Day Contract.”**

PROPOSAL DOCUMENTS

(Continued)

The bidder also proposes to furnish a surety Performance bond or bonds in a sum equal to the full amount of the contract and a surety Payment bond or bonds in a sum equal to 80% of the full amount of the contract. These bonds shall not only serve to guarantee the completion of the work and payment of all bills and claims by the bidder, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications and Special Provisions fulfilled.

The bidder shall furnish a Proposal Guaranty in the form specified in Subsection 102.09 of the Specifications, in the amount of five percent (5%) of the total amount bid, which is submitted as a guarantee of the good faith of the proposal, and that the Bidder will enter into written contract, as provided, to do the work should the award be made to him; and it is hereby agreed that if, at any time other than as provided in Subsection 102.11 of the Standard Specifications, Withdrawal/Modification of Proposals, the bidder should withdraw his proposal, or should fail to execute the contract and furnish satisfactory bonds as herein provided, if his proposal is accepted, the Arkansas State Highway Commission, in either of such events, shall be entitled and is hereby given the right to retain the Proposal Guaranty, not as a penalty, but as liquidated damages, it being understood and agreed by the bidder that the amount of the Proposal Guaranty is a reasonable sum to be fixed as liquidated damages considering the damages the Arkansas State Highway Commission will sustain in the event of the bidder's withdrawal of his proposal, or failure to execute the contract and furnish satisfactory bonds if his proposal is accepted, and said amount is herein agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damage that may be sustained by reason of the above set out circumstances.

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
Job Name: PARAGOULD – NORTH (S)
Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	201 - CLEARING	113.000	STA	
0002	201 - GRUBBING	113.000	STA	
0003	202 - REMOVAL AND DISPOSAL OF FENCE	2,762.000	LF	
0004	202 - REMOVAL AND DISPOSAL OF GATES	8.000	EACH	
0005	202 - REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	15.000	SQYD	
0006	202 - REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	37.000	SQYD	
0007	202 - REMOVAL AND DISPOSAL OF FOUNDATIONS	3.000	SQYD	
0008	202 - REMOVAL AND DISPOSAL OF SIGN FOUNDATIONS	5.000	EACH	
0009	202 - REMOVAL AND DISPOSAL OF PIPE CULVERTS	32.000	EACH	
0010	202 - REMOVAL AND DISPOSAL OF GUARDRAIL	1,221.000	LF	
0011	202 - REMOVAL AND DISPOSAL OF BUILDINGS	5.000	EACH	
0012	202 - REMOVAL AND DISPOSAL OF SIGNS	18.000	EACH	
0013	202 - REMOVAL AND DISPOSAL OF FLAG POLE	2.000	EACH	
0014	205 - REMOVAL OF EXISTING BRIDGE STRUCTURE (SITE NO. 1)	1.000	L.S.	
0015	205 - REMOVAL OF EXISTING BRIDGE STRUCTURE (SITE NO. 2)	1.000	L.S.	
0016	SPSS210 - UNCLASSIFIED EXCAVATION	31,436.000	CUYD	
0017	SP&210 - COMPACTED EMBANKMENT	92,613.000	CUYD	
0018	SP&210 - SOIL STABILIZATION	500.000	TON	
0019	SPSS303 - AGGREGATE BASE COURSE (CLASS 7)	50,191.000	TON	
0020	SS&401 - TACK COAT	18,173.000	GAL	
0021	SPSS406 - MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	17,538.000	TON	
0022	SPSS406 - ASPHALT BINDER (PG 64-22) IN ACHM BINDER COURSE (1") (MINIMUM BID \$120.00)	769.000	TON	

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
Job Name: PARAGOULD – NORTH (S)
Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0023	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	22,000.000 TON		
0024	SPSS407 - ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	32.000 TON		
0025	SPSS407 - ASPHALT BINDER (PG 70-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	1,297.000 TON		
0026	SP&412 - COLD MILLING ASPHALT PAVEMENT	1,078.000 SQYD		
0027	SPSS414 - ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	59.000 TON		
0028	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	59.000 TON		
0029	SPSS504 - APPROACH SLABS	560.400 CUYD		
0030	SPSS504 - APPROACH GUTTERS	33.600 CUYD		
0031	SPSS505 - PORTLAND CEMENT CONCRETE DRIVEWAY	304.630 SQYD		
0032	SP&602 - FURNISHING FIELD OFFICE	1.000 EACH		
0033	SPSS603 - MAINTENANCE OF TRAFFIC	1.000 L.S.		
0034	603 - 18" TEMPORARY CULVERT	30.000 LF		
0035	SS&604 - SIGNS	683.000 SQFT		
0036	SPSS604 - CONSTRUCTION PROJECT INFORMATION SIGN UPDATE	4.000 EACH		
0037	SS&604 - TRAFFIC DRUMS	345.000 EACH		
0038	SS&604 - FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	1,457.000 LF		
0039	SS&604 - RELOCATING PRECAST CONCRETE BARRIER (MAX. BID 25% OF ITEM NUMBER 0038)	645.000 LF		
0040	604 - CONSTRUCTION PAVEMENT MARKINGS	98,867.000 LF		
0041	604 - REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	1,320.000 LF		
0042	604 - REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	3.000 EACH		
0043	SP&604 - REMOVAL OF PERMANENT PAVEMENT MARKINGS	1,257.000 LF		
0044	SS&604 - VERTICAL PANELS	345.000 EACH		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
Job Name: PARAGOULD – NORTH (S)
Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0045	SPSS605 - CONCRETE DITCH PAVING (TYPE B)	250.000 SQYD		
0046	SS&606 - 24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	193.000 LF		
0047	SS&606 - 30" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	128.000 LF		
0048	SS&606 - 48" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	128.000 LF		
0049	SS&606 - 24" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	6.000 EACH		
0050	SS&606 - 30" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	2.000 EACH		
0051	SS&606 - 48" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	4.000 EACH		
0052	SPSS606 - 18" SIDE DRAIN	1,148.000 LF		
0053	SPSS606 - 24" SIDE DRAIN	286.000 LF		
0054	SPSS606 - 36" SIDE DRAIN	314.000 LF		
0055	SS&606 - 21" X 15" SIDE DRAIN	60.000 LF		
0056	SS&606 - SELECTED PIPE BEDDING	180.000 CUYD		
0057	SS&611 - 4" PIPE UNDERDRAINS	1,200.000 LF		
0058	SS&611 - UNDERDRAIN OUTLET PROTECTORS	5.000 EACH		
0059	SS&617 - GUARDRAIL (TYPE A)	1,100.000 LF		
0060	SS&617 - GUARDRAIL TERMINAL (TYPE 2)	8.000 EACH		
0061	SS&617 - THRIE BEAM GUARDRAIL TERMINAL	8.000 EACH		
0062	SS&619 - WIRE FENCE (TYPE C)	407.000 LF		
0063	SS&619 - WIRE FENCE (TYPE D)	1,654.000 LF		
0064	620 - LIME	42.000 TON		
0065	620 - SEEDING	20.920 ACRE		
0066	SS&620 - MULCH COVER	103.490 ACRE		
0067	620 - WATER	3,822.400 MGAL		
0068	621 - TEMPORARY SEEDING	82.570 ACRE		
0069	621 - SILT FENCE	6,080.000 LF		
0070	621 - SAND BAG DITCH CHECKS	2,178.000 BAG		
0071	621 - SEDIMENT BASIN	5,022.000 CUYD		
0072	621 - OBLITERATION OF SEDIMENT BASIN	5,022.000 CUYD		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
Job Name: PARAGOULD – NORTH (S)
Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0073	621 - SEDIMENT REMOVAL AND DISPOSAL	5,605.000	CUYD	
0074	621 - ROCK DITCH CHECKS	723.000	CUYD	
0075	621 - WATTLE (20")	153.000	LF	
0076	623 - SECOND SEEDING APPLICATION	20.920	ACRE	
0077	624 - SOLID SODDING	342.000	SQYD	
0078	626 - EROSION CONTROL MATTING (CLASS 3)	802.000	SQYD	
0079	SPSS632 - CONCRETE ISLAND	45.000	SQYD	
0080	635 - ROADWAY CONSTRUCTION CONTROL	1.000	L.S.	
0081	636 - BRIDGE CONSTRUCTION CONTROL	1.000	L.S.	
0082	637 - MAILBOXES	22.000	EACH	
0083	637 - MAILBOX SUPPORTS (SINGLE)	18.000	EACH	
0084	637 - MAILBOX SUPPORTS (DOUBLE)	2.000	EACH	
0085	642 - RUMBLE STRIPS IN ASPHALT SHOULDERS	21,480.000	LF	
0086	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6")	52,636.000	LF	
0087	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (12")	22.000	LF	
0088	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	31,378.000	LF	
0089	721 - RAISED PAVEMENT MARKERS (TYPE II)	707.000	EACH	
0090	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER	1.000	EACH	
0091	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)	2.000	EACH	
0092	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER (RELOCATION)	1.000	EACH	
0093	SP&801 - UNCLASSIFIED EXCAVATION FOR STRUCTURES-BRIDGE	257.000	CUYD	
0094	801 - UNCLASSIFIED EXCAVATION FOR STRUCTURES-ROADWAY	151.000	CUYD	
0095	SPSS802 - CLASS S CONCRETE-ROADWAY	337.000	CUYD	
0096	SPSS802 - CLASS S CONCRETE-BRIDGE	211.600	CUYD	
0097	SPSS802 - CLASS S(AE) CONCRETE-BRIDGE	729.000	CUYD	
0098	SP&803 - CLASS 2 PROTECTIVE SURFACE TREATMENT	2,466.800	SQYD	

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
Job Name: PARAGOULD – NORTH (S)
Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0099	SS&804 - REINFORCING STEEL-ROADWAY (GRADE 60)	122,754.000 LB		
0100	SS&804 - REINFORCING STEEL-BRIDGE (GRADE 60)	28,480.000 LB		
0101	SS&804 - EPOXY COATED REINFORCING STEEL (GRADE 60)	179,080.000 LB		
0102	SS&805 - STEEL SHELL PILING (16" DIAMETER)	2,960.000 LF		
0103	SS&805 - STEEL SHELL PILING (24" DIAMETER)	1,440.000 LF		
0104	SS&805 - PREBORING	400.000 LF		
0105	SS&805 - PILE ENCASEMENT	355.000 LF		
0106	SPSS807 - STRUCTURAL STEEL IN BEAM SPANS (A709, GR. 50W)	547,800.000 LB		
0107	SS&807 - PAINTING STRUCTURAL STEEL	67.800 TON		
0108	812 - BRIDGE NAME PLATE (TYPE D)	2.000 EACH		
0109	SS&816 - FILTER BLANKET	1,649.000 SQYD		
0110	SS&816 - DUMPED RIPRAP	899.000 CUYD		
0111	SP - TIMBER PILING	26,100.000 LF		

Section 01 Total: _____

Section 02 - 5' CHAIN LINK FENCE ALTERNATE - BID ONE ITEM ONLY

0112	SS&619 - 5' STEEL CHAIN LINK FENCE A0 - 1	189.000 LF		
0113	SS&619 - 5' ALUMINUM CHAIN LINK FENCE A0 - 2	189.000 LF		

Section 02 Total: _____

Section 03 - 16' GATES ALTERNATE - BID ONE ITEM ONLY

0114	SS&619 - 16' STEEL GATES B0 - 1	8.000 EACH		
0115	SS&619 - 16' ALUMINUM GATES B0 - 2	8.000 EACH		

Section 03 Total: _____

Arkansas Department of Transportation
Schedule of Items

State Job No.: 100633
 Job Name: PARAGOULD – NORTH (S)
 Federal Aid Project: STPF-0028(60)

Date Estimated: 6/26/2024
 Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
				Subtotal: _____
0116	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	_____	_____
				Bid Total: _____

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

_____ Days X \$5,000/Day = \$ _____ (C)

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the Arkansas Department of Transportation **at the time proposals are submitted.**

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or Local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State, or Local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Job No. _____	_____
	(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)

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: _____

Date: _____

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas Department of Transportation, Program Management Division.)

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 3 1, U.S. Code.

During the period of performance of the contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER
AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations)

Job No. _____ (Company)
F.A.P. No. _____ By: _____
Date _____ (Title)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
 BIDDERS LIST**

JOB NUMBER 100633 LETTING DATE September 18, 2024
 JOB NAME PARAGOULD – NORTH (S)
 CONTRACTOR _____

➔ ENTER THE WORK CODES TO BE PERFORMED BY THE PRIME CONTRACTOR

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. The Contractor shall 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 the quotes were used in preparing the proposal or not. Place an X in the box following the firm’s name if DBE Contractor. Additionally, the Race and Gender of the majority owner of the firm should be indicated. Denote the firm’s and annual gross receipts by checking the appropriate box. The general type of work to be performed should be indicated using the following codes; (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*. See <https://www.census.gov/naics/> for the NAICS codes to enter in the last column. Please contact the Department’s Civil Rights Division at (501) 569-2297 with any questions.

Firm Name Address/Phone	DBE	Race (majority Owner)	Gender (M/F) (majority owner)	Age of Firm	Annual Gross Receipts	Type of Work (Enter Code)	NAICS code (Enter Code)
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million		
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million		
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million		
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million		
				<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million		

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 100633

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 100633

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 6.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
			\$

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

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

(Contractor) By: _____

Title: _____

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

- | | <u>DBE Firm:</u> | <u>DBE Owner or Authorized Representative's Signature:</u> |
|----|------------------|--|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION STATEMENT

JOB 100633

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:** _____