

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS

FOR THE CONSTRUCTION OF

STATE JOB NO. 012535

FEDERAL AID PROJECT NHPP-0076(380)

POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (S)

STATE HIGHWAY VARIOUS SECTION VARIOUS

IN VARIOUS 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.

ADDENDUM NO. 1 – JOB 012535

ARKANSAS DEPARTMENT OF TRANSPORTATION

PROGRAM MANAGEMENT DIVISION

LITTLE ROCK, ARKANSAS

July 21, 2026

TO: Eligible Bidders – Job 012535

SUBJECT: Plan and Proposal Document Changes

Special Provision “Barrier Wall Pedestal Mount” has been removed. Additionally, the sign sheets have been revised to remove the mile marker signs. The associated quantity revisions are shown in the table below. Plan Sheets 3-4, 18, 20, 24-42, 70-72, the Supplemental Specifications and Special Provisions Listing, the Proposal Schedule of Items Pages 1-3, and the EBS file have been revised to reflect these changes. You should substitute the revised sheets into your plan set and proposal documents and consider these revisions when submitting your bid.

Line No.	Item Description	Previous Quantity	Revised Quantity	Unit
0041	Standard Sign	2,707	2,193	Sq. Ft.
0044	Channel Post Sign Support (Type U-1)	76	4	Each
---	Barrier Wall Pedestal Mount	13	0	Each

ACKNOWLEDGEMENT OF THIS ADDENDUM SHALL BE MADE BY SIGNING BELOW AND SUBMITTING THIS SIGNED FORM TO THE PROGRAM MANAGEMENT DIVISION BY EMAIL AT pmd@ardot.gov OR BY FAX AT (501)569-2623.

Sincerely,



For

Daniel Siskowski
Division Engineer
Program Management

Name

Company

EMAILED ADDENDUM



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
Revised: 8-4-25
Revised: 12-18-25

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 FMCSA Title VI Program), or disability 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 the Civil Rights Division, P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: Civil.Rights@ardot.gov

Free language assistance may be 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 012535

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

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - WAGE RATE DETERMINATION
JOB SP	CARGO PREFERENCE ACT REQUIREMENTS
JOB SP	PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
JOB SP	BUY AMERICA - CONSTRUCTION MATERIALS
JOB SP	VENDOR REGISTRATION REQUIREMENT
JOB SP	DOCUMENTATION OF PAYMENTS MADE – PROMPT PAYMENT (SIGNET)
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	CHANNEL POST SIGN SUPPORT
JOB SP	LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS
JOB SP	PRICE ADJUSTMENT FOR FUEL
JOB SP	MAINTENANCE OF TRAFFIC
JOB SP	SPECIAL SAFETY REQUIREMENTS FOR OVERHEAD SIGNS
JOB SP	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
JOB SP	MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)
JOB SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES
JOB SP	ELECTRICAL CONDUCTORS-IN-CONDUIT
JOB SP	ROADWAY LIGHTING TEMPORARY REMOVAL AND RE-INSTALL
JOB SP	ENHANCED THERMOPLASTIC PAVEMENT MARKING
JOB SP	GENERAL REQUIREMENTS FOR SIGNS
JOB SP	STEEL SIGN STRUCTURES
JOB SP	MODIFICATION OF EXISTING OVERHEAD SIGN SUPPORT
JOB SP	WORK ZONE LAW ENFORCEMENT
JOB SP	LOCAL WORK ZONE LAW ENFORCEMENT
JOB SP	OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORT
JOB SP	DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number 012535

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

JOB SP	NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES
JOB SP	DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES
JOB SP	COORDINATION OF WORK
JOB SP	PRIME CONTRACTOR PERFORMANCE EVALUATION
JOB SP	PARTNERING REQUIREMENTS
JOB SP	SEQUENCE OF CONSTRUCTION
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 210-1	UNCLASSIFIED EXCAVATION
SS 306-1	QUALITY CONTROL AND ACCEPTANCE
SS 501-3	PORTLAND CEMENT CONCRETE PAVEMENT
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 620-1	MULCH COVER
SS 723-1	GENERAL REQUIREMENTS FOR SIGNS
SS 729-1	CHANNEL POST SIGN SUPPORT
SS 802-5	CONCRETE FOR STRUCTURES

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

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

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

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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 IV, 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 repurchase 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 [29 CFR part 30](#), including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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](#).

IV. 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.

* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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 longstanding 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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 to 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.

* * * * *

X. 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.

XI. 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** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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 40 U.S.C. 14501 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%	Prairie	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.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
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1. Equal Employment Opportunity – Know Your Rights	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
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2. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare:
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- | |
|---|
| <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. |
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*Union Contractors Only

3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management - ARDOT
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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
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

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
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

FHWA-1273 Supplemental
Page 1 of 4

"General Decision Number: AR20260133 05/18/2026

State: Arkansas

Construction Types: Highway

Counties: Arkansas Counties of
Conway

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUAR2014-005 07/21/2014

	Rates	Fringes
TRUCK DRIVER: SEMI/TRAILER TRUCK.....	\$ 10.75	0.00
TRUCK DRIVER: WATER TRUCK.....	\$ 16.09	0.00
TRUCK DRIVER: LOWBOY TRUCK.....	\$ 16.96	0.00
TRUCK DRIVER: FLATBED TRUCK.....	\$ 12.75	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 13.40	0.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.00	0.00
TRAFFIC CONTROL: FLAGGER.....	\$ 8.00	0.00
OPERATOR: TRANSFER MATERIAL MACHINE.....	\$ 15.06	0.00
OPERATOR: SCREED.....	\$ 15.91	0.00
OPERATOR: SCRAPER.....	\$ 17.78	0.00
OPERATOR: ROLLER.....	\$ 15.57	0.00
OPERATOR: POST DRIVER (GUARDRAIL/FENCES).....	\$ 19.30	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 22.50	0.00
OPERATOR: OILER.....	\$ 18.38	0.00
OPERATOR: MILLING MACHINE.....	\$ 18.75	0.00
OPERATOR: MECHANIC.....	\$ 22.83	0.00
OPERATOR: LOADER.....	\$ 14.86	0.00
OPERATOR: GRADER/BLADE.....	\$ 22.68	0.00
OPERATOR: CRANE.....	\$ 25.60	0.00
OPERATOR: BULLDOZER.....	\$ 15.98	0.00
OPERATOR: BROOM/SWEEPER.....	\$ 14.94	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 19.49	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 18.00	0.00
OPERATOR: ASPHALT PLANT.....	\$ 17.67	0.00
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 11.51	0.00
LABORER: LANDSCAPE.....	\$ 11.53	0.00
LABORER: COMMON OR GENERAL.....	\$ 12.44	0.00
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 13.23	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.58	0.00
IRONWORKER, REINFORCING.....	\$ 15.36	0.00
HIGHWAY/PARKING LOT STRIPING: OPERATOR (STRIPING MACHINE).....	\$ 13.49	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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CEMENT MASON/CONCRETE FINISHER.....	\$ 15.79	0.00
CARPENTER, EXCLUDES FORM WORK.....	\$ 15.78	0.00
CARPENTER (FORM WORK ONLY).....	\$ 19.92	0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and 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.

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END OF GENERAL DECISION"

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

FHWA-1273 Supplemental
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"General Decision Number: AR20260163 05/18/2026

State: Arkansas

Construction Types: Highway

Counties: Arkansas Counties of
Faulkner

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUAR2014-035 07/21/2014

	Rates	Fringes
TRUCK DRIVER: SEMI/TRAILER TRUCK.....	\$ 12.50	0.00
TRUCK DRIVER: WATER TRUCK.....	\$ 14.73	0.00
TRUCK DRIVER: SERVICER.....	\$ 15.90	0.00
TRUCK DRIVER: LOWBOY TRUCK.....	\$ 17.61	0.00
TRUCK DRIVER: FLATBED TRUCK.....	\$ 21.03	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 14.81	0.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 13.37	0.00
TRAFFIC CONTROL: FLAGGER.....	\$ 12.67	0.00
OPERATOR: SCREED.....	\$ 15.01	0.00
OPERATOR: SCRAPER.....	\$ 19.31	0.00
OPERATOR: ROLLER.....	\$ 20.27	0.00
OPERATOR: POST DRIVER (GUARDRAIL/FENCES).....	\$ 16.97	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 17.99	0.00
OPERATOR: OILER.....	\$ 18.46	0.00
OPERATOR: MILLING MACHINE.....	\$ 17.52	0.00
OPERATOR: MECHANIC.....	\$ 22.19	0.00
OPERATOR: LOADER.....	\$ 17.05	0.00
OPERATOR: HYDROSEEDER.....	\$ 10.79	0.00
OPERATOR: GRADER/BLADE.....	\$ 20.04	0.00
OPERATOR: GRADE CHECKER.....	\$ 15.54	0.00
OPERATOR: DRILL.....	\$ 14.85	0.00
OPERATOR: DISTRIBUTOR.....	\$ 14.52	0.00
OPERATOR: CRANE.....	\$ 20.63	0.00
OPERATOR: BULLDOZER.....	\$ 16.74	0.00
OPERATOR: BROOM/SWEEPER.....	\$ 12.00	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 16.06	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 17.81	0.00
OPERATOR: ASPHALT SPREADER.....	\$ 15.80	0.00
LABORER: PIPELAYER.....	\$ 14.33	0.00
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 15.23	0.00
LABORER: COMMON OR GENERAL.....	\$ 12.57	0.00
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 14.45	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.36	0.00
IRONWORKER, REINFORCING.....	\$ 14.22	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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HIGHWAY/PARKING LOT STRIPING: PAINTER.....	\$ 21.75	0.00
HIGHWAY/PARKING LOT STRIPING: OPERATOR (STRIPING MACHINE).....	\$ 13.25	0.00
FENCE ERECTOR.....	\$ 12.69	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 16.01	0.00
CARPENTER, INCLUDES FORM WORK.....	\$ 14.09	0.00

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least \$13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

◆SU◆, ◆UAVG◆, ◆SA◆, or ◆SC◆ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ◆SU◆ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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200 Constitution Avenue, N.W.
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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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The request should be accompanied by a full statement of the interested party's position and 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:

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END OF GENERAL DECISION"

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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"General Decision Number: AR20260171 05/18/2026

State: Arkansas

Construction Types: Highway

Counties: Arkansas Counties of
Pulaski

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUAR2014-043 07/21/2014

	Rates	Fringes
TRUCK DRIVER: SEMI/TRAILER TRUCK.....	\$ 12.50	0.00
TRUCK DRIVER: WATER TRUCK.....	\$ 14.73	0.00
TRUCK DRIVER: SERVICER.....	\$ 15.90	0.00
TRUCK DRIVER: LOWBOY TRUCK.....	\$ 17.42	0.00
TRUCK DRIVER: FLATBED TRUCK.....	\$ 21.03	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 15.25	0.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 12.95	0.00
TRAFFIC CONTROL: FLAGGER.....	\$ 12.67	0.00
OPERATOR: SCREED.....	\$ 15.01	0.00
OPERATOR: SCRAPER.....	\$ 19.31	0.00
OPERATOR: ROLLER.....	\$ 15.54	0.00
OPERATOR: POST DRIVER (GUARDRAIL/FENCES).....	\$ 16.97	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 16.17	0.00
OPERATOR: OILER.....	\$ 18.46	0.00
OPERATOR: MILLING MACHINE.....	\$ 17.52	0.00
OPERATOR: MECHANIC.....	\$ 21.39	0.00
OPERATOR: LOADER.....	\$ 16.00	0.00
OPERATOR: HYDROSEEDER.....	\$ 10.79	0.00
OPERATOR: GRADER/BLADE.....	\$ 19.67	0.00
OPERATOR: GRADE CHECKER.....	\$ 16.24	0.00
OPERATOR: DRILL.....	\$ 14.85	0.00
OPERATOR: DISTRIBUTOR.....	\$ 14.52	0.00
OPERATOR: CRANE.....	\$ 20.63	0.00
OPERATOR: BULLDOZER.....	\$ 18.09	0.00
OPERATOR: BROOM/SWEEPER.....	\$ 12.00	0.00
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ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

FHWA-1273 Supplemental
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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
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ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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END OF GENERAL DECISION"

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

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 NO. 012535

**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. 012535

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.

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.

All manufactured products permanently incorporated into the project must be manufactured in the United States or assembled from components that are mined, produced, or manufactured in the United States. The combined value of the domestic components of a manufactured product must be greater than 55 percent of the total cost of all components of the manufactured product.

(3) Compliance. All prospective bidders should obtain quotes from suppliers that can furnish the required domestic manufactured materials and the cost of such should be included in the contract unit prices bid for the various individual pay items. Waivers will only be considered when there is no domestic manufacturer of the specific item meeting the requirements in the appropriate section of the Standard Specifications. Questions relating to domestic product availability should be made pre-bid and responses, including possible waivers, will be posted on the Department's website.

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

BUY AMERICA - CONSTRUCTION MATERIALS

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 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. In lieu of the manufacturer's certification, the Contractor or supplier may provide the Domestic Materials Self-Certification Form for the specific product from AASHTO's Product Evaluation & Audit Solution's datamine (www.transportation.org/product-evaluation-and-audit-solutions) or from the NEMA Make it American BABA Registry (<https://www.makeitelectric.org/nema-programs/make-it-american/nema-make-it-american/>).

(5) Examples of Pay Items Affected. The following are items from the Standard Specifications and common special provisions 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
Controller Cabinet (cabinet assembly)	701, 702, 703
Ground Rods	701, 712, 714, 715
System Local Controller/Actuated Controller components (surge protector, conflict monitor, switches, flashers, relays, wiring harness, clocks, etc.)	701. Job SP
Pre-Timed Controller (cabinet and internal equipment)	702
Flashing Beacon Controller (cabinet and all internal equipment)	703

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

BUY AMERICA - CONSTRUCTION MATERIALS

Loop Wiring	704
Vehicle Detectors (including all electrical components and mounting racks)	704
Feeder Wire	704
Preformed Detector Loops	704
Loop Wiring in Duct	705
Traffic Signal Heads (all types)	706, Job SP
Pedestrian Signal Heads	707
Traffic Signal Cable	708
Sign Supports - all types (including clips and fasteners)	724, 730
Sign Panels (including clips and fasteners)	723, 725, 726, 727, 728
Video Detectors (detector, processor, and other equipment)	733
Video Cable	733
Metal Bridge Railing	806
Bronze or Copper Alloy Bearing and Expansions Plates	807
Bridge Name Plates	812
Accessible Pedestrian Signals (APS)	Job SP
Electrical Conductors for Luminaires	Job SP
Electrical Conductors-in-Conduit	Job SP
LED Roadway Illumination Poles	Job SP
Luminaires	Job SP
Pedestal Type Service Point Assembly	Job SP
Retroreflective Backplates	Job SP
Wrong Way Detection System Controller Cabinet	Job SP
Copper plumbing lines and fittings	Job SP

Plastic/Polymer Based Products	
Item	Specification Section
Joint Sealers (Types 3 and 4)	501,503, 504,507,509
Epoxy Coating for Dowel Bars and Reinforcing Steel	501, 502, 507, 804
Epoxy Resin Anchoring Systems (Dowel Bars, Hand Rails, Metal Bridge Railing, Anchor Bolts)	507, 633, 806, 807
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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

BUY AMERICA - CONSTRUCTION MATERIALS

Filter Fabrics	611, 625, 629, 816
Geotextile Fabrics	625
Tactile Panels for Wheelchair Ramps	641, Job SP
System Local Controller/Actuated Controller components (surge protector, conflict monitor, switches, flashers, relays, wiring harness, clocks, etc.)	701, Job SP
Pre-Timed Controller (internal equipment)	702
Flashing Beacon Controller (all internal equipment)	703
Vehicle Detectors (all electrical components)	704
Traffic Signal Heads (all types)	706, Job SP
Pedestrian Signal Heads	707
Non-Metallic Conduit (PE & PVC)	710
Paint for Reflectorized Paint Pavement Markings	718
Thermoplastic Pavement Markings (all)	719
Permanent Pavement Marking Tape	720
Raised Pavement Markers (markers and epoxy adhesive)	721
Sand Barrels/Lids for Impact Attenuation Barriers	731
Video Detectors (detector, processor, and other equipment)	733
Paint Systems for Structural Steel	807, 820
Preformed Joint Seals	809
Silicone Joint Sealants	809
Accessible Pedestrian Signal (APS) components	Job SP
Cellular Modem	Job SP
Enhanced Thermoplastic Pavement Markings	Job SP
Ethernet Switch (all types)	Job SP
Geogrids (all types)	Job SP
Hybrid Video/Radar Detection System components	Job SP
Latex Modifier in Latex Modified Concrete Overlays	Job SP
Lightweight Panels for Sound Reflecting Noise Barriers	Job SP
Overhead Digital Message Sign Assembly	Job SP
Polymer Resin in Polymer Overlays	Job SP
Polypropylene Pipe Culverts	Job SP
PTZ Camera System	Job SP
Radar Detection System	Job SP
Wrong Way Detection System FLIR Thermal Sensor	Job SP
Wrong Way Detection System Solar Panel	Job SP
PVC piping and fittings for building projects	Job SP

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

BUY AMERICA - CONSTRUCTION MATERIALS

Glass	
Item	Specification Section
Glass Beads (drop on application)	718, 719
Fiber Optic Cable	Job SP
Solar Panels (Wrong Way Detection Systems and other ITS systems)	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. 012535****VENDOR REGISTRATION REQUIREMENT**

To ensure proper information is on file for all contractors on ARDOT construction projects, prime contractors and subcontractors shall submit vendor registration information using the ARDOT Vendor Registration Form.

The ARDOT Vendor Registration Form is a Microsoft Form developed to allow the Department to collect vendor information electronically and transmit that information into the Department's construction management system (CMS).

The form may be used both for initial registration and for submission of updated vendor information when changes are needed, such as updated contact information.

Contractors may complete the ARDOT Vendor Registration Form at any time to be included in the construction management system as a Vendor. The form allows contractors to indicate if they wish to be considered for Prequalification or for DBE Certification. The form will not complete the Prequalification or DBE Certification process but will instead initiate the process with the proper Divisions in ARDOT. All bidders must submit this form prior to bidding on any Proposal to ensure ARDOT data is correct and complete. Any contractors who will be added as Subcontractors on the Contract shall complete the ARDOT Vendor Registration Form prior to submitting the actual subcontract.

Vendors shall ensure that all information submitted through the ARDOT Vendor Registration Form is complete and accurate. The Department may require correction or resubmission of incomplete or inaccurate information before the registration is considered acceptable.

No direct payment will be made for furnishing and submitting vendor registration information. All costs associated with complying with this Special Provision shall be considered incidental to the contract.

The ARDOT Vendor Registration Form is available at the following link:

<https://forms.office.com/Pages/ResponsePage.aspx?id=k42YmO7x6EGK6v9zsAW4fbNdDoviCDRLsOknaQRB5A9UME5XOVc0T1pKMU84VFQwMUY5Nk5NQTY0MCQIQCN0PWcu>

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****DOCUMENTATION OF PAYMENTS MADE – PROMPT PAYMENT (SIGNET)**

In accordance with Section 108.01 of the Standard Specifications, the Contractor shall pay all subcontractors their respective subcontract amount within 10 calendar days after the Contractor receives payment from the Department. Payment is defined as issuing an Electronic Funds Transfer (EFT) or mailing a check to a subcontractor. The 10-day requirement is met on the date that payment is issued to the subcontractor.

First-tier subcontractors have the same obligation to any second-tier subcontractors. Subcontractors must pay their second-tier subcontractors within 10 days of receipt of payment from the Prime Contractor.

ARDOT monitors payments made by prime contractors to both DBE and non-DBE subcontractors to ensure compliance with prompt payment requirements. Prime contractors are required to report payments made to all subcontractors, and subcontractors must report payments made to any lower-tier subcontractors. Subcontractors are required to confirm receipt of payment.

The tracking of subcontractor prompt payment is conducted using the Signet™ application. Signet™ is a third-party service, supported by the software vendor, which is used by both Prime and Subcontractors. Signet™ is a reporting tool only and does not process financial transactions. ARDOT does not provide direct technical support for Signet™. Information about Signet™ may be found at <https://signet-help.zendesk.com> and by clicking the Signet™ tab.

Signet™ shall be required for use on this construction contract.

Upon completion of the first payment estimate on the contract Signet™ will automatically notify the Contractor via email prompting registration in Signet™ for that contract. The Prime Contractor will be required to pay a one-time, fixed fee of \$1,100 for this contract. Payment will be made to the Signet™ vendor. This will activate use of Signet™ for the Prime and all Subcontractors for the duration of that contract, regardless of contract value, number of subcontractors, contract duration, or number of payments reported. Subcontractors will not be charged any fee to register for contracts.

After each estimate, the Prime Contractor will report remitted payment to subcontractors in Signet™. This will trigger notification to each subcontractor via email requesting verification of the reported payment. The subcontractor will be given the opportunity to register with Signet™ at that time (for no cost).

The Prime or Subcontractor reporting payment must report the following information in Signet™:

- The name of the subcontractor or second-tier subcontractor receiving payment.
- The dollar amount of the payment made to the subcontractor or second-tier subcontractor.
- The date the payment was made to the subcontractor or second-tier subcontractor.
- Any retainage, which is only permitted if it was included in the individual subcontract when it was submitted to the Department for acknowledgement.
- The DBE Function performed for this payment (if the subcontractor/second-tier subcontractor is a DBE).
- Other information required by Signet™.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****DOCUMENTATION OF PAYMENTS MADE – PROMPT PAYMENT (SIGNET)**

The contractor must report the return of retainage or other withholdings in separate, standalone payment entries (separate from routine, planned progress payment estimates).

In the event that no subcontract work is included in a payment estimate, such that no payment is due to any subcontractors, the Prime Contractor shall mark the payment complete within Signet™, and no other payments are required to be reported for that estimate.

Subcontractors must verify in the Signet™ application each payment reported by a payer within 10 days of the payment being reported by the payer. This verification includes whether the payment was received and, if so, whether it was as expected.

Basis of Payment. The cost of registration for the Signet™ application will be reimbursed by the Department using a line item in the contract. The reimbursement will be set to match the current cost of the registration fee for Signet™ and will not be bid by the contractor. All costs for usage, time, labor, or other costs for reporting payments to subcontractors through the Signet™ application will be considered incidental and no direct payment will be made for these.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

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. 012535

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. 012535

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. 012535

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. 012535

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. 012535

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. 012535

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. 012535

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. 012535

CHANNEL POST SIGN SUPPORT

Section 729 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph of **Subsection 729.02 Materials** is hereby deleted and the following substituted therefore:

The posts shall be a flanged channel section weighing not less than 3.00 pounds per foot (4.46 kg/m) for Type U supports.

The first sentence of the fourth paragraph of **Subsection 729.02 Materials** is hereby deleted and the following substituted therefore:

The posts for Type A, Type B, and Type C supports shall be either hot dip galvanized or shall have a green enamel finish.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****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. 012535

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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

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
Ultrathin 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.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

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. 012535

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. 012535

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-1A, TC-2, TC-3, TC-4, TC-5, and TC-6. The Contractor will be responsible for furnishing, placing, maintaining, relocating, and subsequent removal of all traffic control devices within the limits of the project.

Except where shown on the plans, there shall be no two-way traffic operations permitted on the main lanes. Interchange ramps shall be kept operational at all times. Except where shown on the plans, work on the main lanes and ramps shall be accomplished in partial widths in order to maintain traffic.

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

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

Only one (1) lane closure with a maximum work area of 1/2 miles will be provided for in the plans. The lane closure shall be installed such that it never exceeds the actual work area by more than ¼ 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 72 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.

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MAINTENANCE OF TRAFFIC

Failure to comply with this requirement will result in a lane use charge for the specified location noted in the table below 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.

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 of the main lanes of the noted location in the table will not be permitted during the following time periods:

Location	Time Restrictions	Hourly Lane Use Charge
I-30, Sec. 23 (Single Lane Closure)	Monday through Sunday: 6:00 a.m. to 8:00 p.m.	\$25,000
I-630, Sec. 21 (Single Lane Closure)	Monday through Sunday: 6:00 a.m. to 8:00 p.m.	\$28,000
I-40, Sec. 32 (Single Lane Closure)	Monday through Sunday: 6:00 a.m. to 8:00 p.m.	\$15,000
I-40, Sec. 33 (Single Lane Closure)	Monday through Sunday: 6:00 a.m. to 8:00 p.m.	\$13,000
I-430, Sec. 21 (Single Lane Closure)	Monday through Sunday: 6:00 a.m. to 8:00 p.m.	\$26,000
I-40, Sec. 31 (Single Lane Closure)	Monday through Sunday: 7:00 a.m. to 7:00 p.m.	\$6,000

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Failure to comply with this requirement will result in a lane use charge of for the specified location noted in the aforementioned table 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 I-30, I-40, I-430, & I-630 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 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.

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MAINTENANCE OF TRAFFIC

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****SPECIAL SAFETY REQUIREMENTS FOR OVERHEAD SIGNS**

DESCRIPTION: This specification covers special safety requirements during the installation of overhead signs and/or structures. These requirements are intended for the safety of both the traveling public and the workers. Any modifications must meet the approval of the Engineer.

GENERAL: Any falsework or construction equipment located on the shoulder and required for erection of the structural steel, or for other activities, shall be protected by the precast barrier shown on Drawing No. TC-4 or by barricades that meet the safety requirements of the Engineer. No equipment or materials will be permitted to be hoisted over traffic. Erection of sign supports and other activities over the lanes of Interstate 40, from Highway 59 to Highway 71 and as specified by the Engineer shall be limited to the hours between 9:00 p.m. and 6:00 a.m. and east of Highway 71 limited to the hours between 8:00 p.m. and 10:00 a.m. on Sunday through Saturday, but will not be permitted during legal holidays or weekends adjacent to these holidays. The allowable work period may be increased or decreased by the Engineer based upon impact to traffic. During the specified work period traffic may be stopped for short intervals of time, not to exceed 15 minutes, or one lane in each direction may be closed, as approved by the Engineer, in order that the above activities can progress without endangering the traveling public. Between closure periods the roadway must be opened for a sufficient length of time to allow re-establishment of the normal flow of traffic. Time windows are subject to adjustment by the Engineer when necessary to accommodate special events or situations.

The Contractor shall notify the Resident Engineer no less than five (5) business days before any activities that will temporarily or permanently reduce the vertical clearance over Interstate 49 and Interstate 40. Notification is required for each activity that will reduce the previous existing clearance. A minimum vertical clearance of 14'-0" must be maintained during all activities.

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

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SPECIAL SAFETY REQUIREMENTS FOR OVERHEAD SIGNS

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.

The Engineer may limit or not approve closures due to special events or incidents that could cause traffic to become congested. The Contractor shall immediately modify his schedule, working methods or procedures as directed by the Engineer.

No direct payment will be made for this work. It shall be considered subsidiary to the other items in the contract.

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TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pay Item	Pay Unit
Portable Changeable Message Sign	Week

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)**

GENERAL. This item consists of furnishing and operating a fully operational Mobile Speed Notification System in accordance with these specifications. This system will consist of all hardware, software, and other equipment necessary to collect and process speed data of moving vehicles (trucks and passenger vehicles) at speeds ranging from 10 to 99 miles per hour (mph). The System shall utilize a trailer for storing all equipment and deploying at the site. The speed information shall be shown on an LED display as an alert to motorists entering the work zone.

CONFIGURATION. The Mobile Speed Notification System will be furnished in a trailer that houses all the equipment necessary for this system. The system shall be a commercially available production model. The Mobile Speed Notification System should be designed for a set-up time or take-down time of under 5 minutes. The System shall be capable of fully operating on battery power alone for a minimum of 120 hours (five days). A fully deployed system will show the following information:

- * SPEED LIMIT XX
- * Variable LED Display
- * YOUR SPEED

Where XX is the posted speed limit and the LED display shows the speed of the motorist's vehicle and YOUR SPEED is a sign included on the trailer.

The Mobile Speed Notification System shall also include a maximum speed cut-off that limits the speed displayed.

The system shall measure speed with a radar unit that is designed to detect speed of approaching vehicles. It shall detect approaching vehicles at a minimum of 1000 feet and shall be accurate to plus or minus one mile per hour.

TRAILER. A single axle type trailer with a weather resistant enclosure for all electronic equipment will be provided. The trailer should be capable of transporting all the equipment necessary to deploy at a site. Stabilizing jacks mounted to the trailer frame shall be included. Wiring, reflectors, and lights meeting federal and state requirements for trailers shall be installed. The flat edges of the trailer tongue and framing shall be marked with red and white conspicuity tape. The trailer shall be designed to act as a frame for the regulatory speed sign and the LED display. This LED display should be permanently installed in or on the trailer.

The LED panel shall display speeds using two-digit numbers that are a minimum of 18 inches tall. The display shall be amber in color and visible from a minimum of 600 ft. Speeds shall be displayed in miles per hour (mph) at a range from 10 to 99 mph. The panel shall be equipped with a photocell or other device to automatically adjust the display for day and night operations. A mounting system shall be included in the trailer that will position a 48 inch by 60 inch regulatory speed sign (R2-1) above the trailer or LED panel. The R2-1 sign shall be installed when the system is deployed and shall meet the requirements for signs in Section 604.02 of the Standard Specifications.

In addition, a minimum of one solid, non-flashing blue light(s) shall be installed either above or on both sides of the regulatory sign. The light(s) shall be a minimum of 4" x 4" lamp area but not to

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exceed 8" x 8" and have a minimum brightness of 200 Lumens. The light(s) shall be controlled by a switch that will permit the system to be used with the lights on or off.

POWER SUPPLY. A 12 volt system will be used to power the system. A minimum of one deep cell marine battery shall be supplied. An AC charging system along with a solar power charging system shall be included. A solar panel shall also be included that provides continuous charging of the batteries during optimum conditions. The solar panel shall be attachable to the trailer and include all components necessary for operation.

ELECTRONICS. The electronic control panel shall be weather resistant. All controls, including alert signals, maximum speed cut-off, voltage readings, and radar sensitivity shall be easily accessible in the control panel.

OPERATION. The Contractor shall deploy the system in accordance with the plans or as directed by the Engineer. The contractor shall be responsible for operating, monitoring, and maintaining the system during deployments and moving the system between various stages/locations on the project as directed by the Engineer.

The blue lights shall only be turned on when the Department provided Photo Radar Trailer System is active and law enforcement units are on site to conduct speed enforcement actions.

The system shall be delineated by the use of traffic drums in accordance with the plans. Traffic drums used for delineation of the system will not be measured and paid for separately but shall be considered included in the price bid for the Mobile Speed Notification System.

METHOD OF MEASUREMENT. Mobile Speed Notification System-Special will be measured for payment by the each.

BASIS OF PAYMENT. Work completed and accepted under the item of Mobile Speed Notification System-Special and measured as provided above will be paid for at the contract unit price bid for Mobile Speed Notification System-Special, which price shall be full compensation for furnishing, installing moving, and maintaining the system; and for all labor, equipment, tools and incidentals necessary to complete the work. The R2-1 speed limit sign mounted to the trailer will not be measured and paid for separately but will be considered subsidiary to the item Mobile Speed Notification System-Special.

Payment will be made under:

Pay Item

Mobile Speed Notification System (Special)

Pay Unit

Each

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****ELECTRICAL CONDUCTORS FOR LUMINAIRES**

DESCRIPTION. This item consists of furnishing and installing electrical conductors from the pillbox next to the illumination pole to the luminaire as noted on the lighting plans and indicated in the wiring details.

MATERIALS. Electrical conductors shall consist of two-conductor cables with a grounding conductor. Refer to the plans for wire sizes. Conductors shall be solid or stranded copper unless otherwise approved by the Engineer, and shall be USE-2, XHHW-2 or UF with cross-linked polyethylene (XLP) insulation, rated at 600 volts and suitable for installation in underground ducts. Conductors shall be rated for use up to 90°C (194°F) in wet or dry locations.

- Electrical conductors shall be UL listed.
- Solid copper conductors shall comply with ASTM B3.
- Concentric Stranded copper conductors shall comply with ASTM B3 and B8.
- Nineteen (19)-wire combination unilay-stranded copper conductors shall comply with ASTM B3, B8, and B787.
- Multiple single-conductor cables shall not be twisted together.

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

Splices in pull boxes shall be made with a Bus connector, such as "Homac RXL," "NSI Polaris Edge," "Utica Safetysub," or equivalent and approved by the Engineer.

Splices in light poles shall be made with a fused breakaway disconnect.

Drip loops are required at pole base installations. No direct connection from copper to aluminum shall be allowed without a connector rated for the application. Slack cable (3 ft. min.) shall remain at each splice location to allow reconnection.

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

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

Payment will be made under:

Pay Item

Electrical Conductors for Luminaires

Pay Unit

Linear Foot

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ELECTRICAL CONDUCTORS-IN-CONDUIT

DESCRIPTION. This item consists of furnishing, installing, replacing and testing copper electrical conductors from point to point as indicated on the plan sheets. The electrical conductors shall be suitable for installation in duct mounted on structures or buried in the ground.

MATERIALS. Electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets and shall be type USE-2 or UF with cross-linked polyethylene (XLP) insulation, and 600-volt rated.

- Electrical conductors shall be UL Listed and UL Standard 854.
- Solid copper conductors shall comply with ASTM B3.
- Concentric Stranded copper conductors shall comply with ASTM B3 and B8.
- Nineteen (19)-wire combination unilay-stranded copper conductors shall comply with ASTM B3, B8, and B787.
- Multiple single conductor cables shall not be twisted.
- Electrical conductors shall be solid or stranded copper unless otherwise approved by the Engineer.

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

Where specified Electrical Conductor (E.G.C.), one additional EGC, bare or insulated, also be supplied of the size and quantity shown.

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

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

All conduit joints shall be connected by using UL approved methods only. No internal and external obstructions, such as rivets, screws, and/or any other puncturing method of

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ELECTRICAL CONDUCTORS-IN-CONDUIT

connections are allowed. The Contractor shall not use a torch for bending or shaping non-metallic conduits.

Splices are allowed at pull boxes, pole bases, or as approved by the Engineer. All splices shall be waterproof, and UL Listed for continuous use in submersible installations. Splices in pull boxes shall be made with a Bus connector, such as "Homac RXL," "NSI Polaris Edge", "Utilco Safetysub," "Burndy Unitap," or equivalent and approved by the job engineer. Drip loops are required at pole base installations. No direct connection from copper to aluminum shall be allowed without a connector rated for the application. Slack cable (3 ft. min.) shall remain at each splice location to allow reconnection.

Extend green equipment grounding conductor (E.G.C.) from ground bar at main breaker to control panel and to first pole. Solidly bond E.G.C. to ground lug of control cabinet and to pole ground. Ensure that only one neutral-to-ground bond exists in the system and that it is at the main breaker. E.G.C. Shall be exothermically bonded to ground rod.

METHOD OF MEASUREMENT. Electrical Conductors-in-Conduit will be measured by the linear foot of circuit. Multiple conductors for a circuit shall not be measured singularly and added together.

BASIS OF PAYMENT. Work completed and accepted under this item, measured and tested as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors-in-Conduit of the "number of conductors" and "size" called for on the plans, which price shall be full compensation for furnishing and installing the electrical conductors in all conduits, junction boxes and pole bases including making all necessary taps and connections to complete the circuits as shown on the plans and as directed by the Engineer, testing along with all equipment, tools, labor, and incidentals required to complete the work.

Payment will be made under:

Pay Item

Pay Unit

Electrical Conductors-in-Conduit (__ C/ __ A.W.G., __ .)

Linear Foot

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ELECTRICAL CONDUCTORS-IN-CONDUIT

Insulation Resistance Test (MEG Test)

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

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

Definitions

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

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

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

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

TESTING PROCEDURE.

Before starting the measurement:

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

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ELECTRICAL CONDUCTORS-IN-CONDUIT

Short-time Test. This test lasts 60 seconds.

For each conductor that is to be tested:

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

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

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

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ELECTRICAL CONDUCTORS-IN-CONDUIT

Results.

Table 1. MEG Test on sections within a circuit.

Section Insulation Resistance Test	
Circuit No. ()	
Ambient Temperature ()°F	
	Resistance (MΩ)
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Section No. ()	
Inspector's Initials	

Note:

1. Any conductor not meeting the minimum acceptable value shall be replaced at the Contractor's expense using new conductor.
2. Circuit No. This is typically the number in a circle on the plans. If no circuit number is present, the engineer will provide one.
3. Section No. This is typically the number in a rectangle on the plans. If no section number is present, the engineer will provide one. A section is considered to be a single section of conductor with no splices. See Figure 2.

1. Any conductor not meeting the minimum acceptable value shall be replaced at the Contractor's expense using new conductor.
2. This is measuring the insulation resistance on the entire run of a circuit with the inclusion of the splices. See Figure 1.
3. Circuit No. This is typically the number in a circle on the plans. If no circuit number is present, the engineer will provide one.

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ELECTRICAL CONDUCTORS-IN-CONDUIT

Leakage Current Test

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

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

TESTING PROCEDURE.

Before starting the measurement:

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

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

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

ELECTRICAL CONDUCTORS-IN-CONDUIT

[illegible]

3. **Section No.** This is typically the number in a rectangle on the plans. If no section number is present, the engineer will provide one. A section is considered to be a single section of conductor with no splices.

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ROADWAY LIGHTING TEMPORARY REMOVAL AND RE-INSTALL

DESCRIPTION. This work consists of the temporary removal, restoration, and reinstallation of existing roadway luminaire poles, existing fixtures, including installation of new foundations, other incidental items to complete the installation, in accordance with these specifications and the referenced specifications and drawings.

MATERIALS. All backfill, repair, and restoration materials used during electrical demolition, repair, and restoration shall meet the requirements of the latest edition of the Arkansas Department of Transportation Standard Specifications for Highway Construction.

CONSTRUCTION METHODS. Prior to beginning temporary removal operations, the Contractor shall coordinate with the appropriate Lighting Maintenance Authorities regarding the temporary removal, storage, delivery, and disposal. Work shall not begin until the Engineer has approved of the proposed removal layout. All removed materials designated for disposal shall be disposed of off-site. Hauling and disposal shall be considered incidental to the work, and all associated costs shall be included in the contract unit price under this contract pay item. No separate payment will be made for hauling or disposal.

The Contractor shall temporarily remove and reinstall the existing light pole, existing luminaire, and shall install new foundation, and other incidental items to complete an operational lighting system.

Equipment removal shall include dismantling, all associated accessories, foundations, conductors, and appurtenances. Any damage to existing electrical equipment, systems, structures, conduits, cables, accessories, or other utilities designated to remain in place shall be repaired or replaced promptly at no additional cost to the project, and to the satisfaction of both the Owner and the Engineer. Any holes, trenches, or abrupt grade changes resulting from removal operations that may obstruct drainage or create hazardous or unsightly conditions shall be backfilled, compacted, and restored in a neat and workmanlike manner.

METHOD OF MEASUREMENT. This work will be measured by the number of complete units temporarily removed, restored, and reinstalled, including final acceptance by the Engineer.

BASIS OF PAYMENT. Payment will be made at the contract unit price for each complete unit. This price shall constitute full compensation for temporary removal, restoration, and reinstallation of existing roadway luminaire poles and existing luminaires, and incidental items necessary to complete the work to the satisfaction of the Engineer.

Payment will be made under:

Pay item	Pay Unit
Remove and Reinstall Roadway Lighting	Each

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ENHANCED THERMOPLASTIC PAVEMENT MARKING

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

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

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

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

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

Yellow materials color specifications shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT.

- (a) Enhanced Thermoplastic Pavement Markings will be measured by the linear foot (meter) of line of the width specified actually placed.
- (b) Sand or water blasting in surface preparation will not be paid for separately, but full compensation therefor will be considered included in the contract unit price bid for Enhanced Thermoplastic Pavement Marking.
- (c) Removal of pavement markings will be measured and paid for under Section 604.

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

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Payment will be made under:

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

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GENERAL REQUIREMENTS FOR SIGNS

Section 723 of the **Standard Specifications for Highway Construction, Edition of 2014**, is hereby amended as follows:

Subsection 723.02, Materials and Fabrication, is hereby deleted and the following substituted therefore.

Materials and Fabrication. (a) General. Signs shall comply with the requirements of the MUTCD, FHWA *Standard Highway Signs*, and *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*.

All colors for signs shall match the colors specified in the MUTCD. The color and size of letters, symbols, borders, and background on signs shall be as specified on the plans.

Signs shall be made of aluminum and shall be reflectorized.

(b) Sign Panels. Standard signs shall consist of a single sheet of aluminum alloy (ASTM B 209, Alloy 5052 H38) without stiffeners on the back. Minimum sign blank thickness shall be 0.080" (2.0 mm) for a sign size of 9 square feet (0.84 sq m) or less or 0.100" (2.5 mm) for a sign size greater than 9 square feet (0.84 sq m). Sign blanks shall be flat and straight and within commercial tolerances established by the aluminum industry.

Guide signs shall be fabricated using one piece extruded panels fabricated of aluminum alloy (ASTM B 221, Alloy 6063 T6).

Extruded panel signs shall consist of sign panels; stringers or horizontal supporting members; necessary fasteners for assembling the units; reflective materials; letters; numerals; symbols; and border. All extrusions and fasteners shall be applied without causing objectionable projections on the sign face.

The one piece extruded aluminum panels shall be a minimum of 12" (300 mm) in width except one 6" (150 mm) panel may be used per sign face when necessary to construct the sign as shown on the plans.

All extruded panels shall be bolted together at every other hole (every 24" [610 mm]) with the faces and ends in alignment.

Single sheet and extruded panels to which reflective sheeting is to be applied shall be degreased, etched, and alodized.

Degreasing shall be done by the vapor method or alkaline method. Vapor degreasing shall be accomplished by total immersion of the sign panels in a saturated vapor of trichloroethylene or perchloroethylene. Alkaline degreasing shall be accomplished by immersion of the sign panels in

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GENERAL REQUIREMENTS FOR SIGNS

a tank containing alkaline solutions, controlled and titrated to the solution manufacturer's specification. Immersion time shall depend upon the amount of soil present and the gage of the metal. Trade mark printing shall be removed with lacquer thinner or by a controlled alkaline cleaning system.

Etching shall be done by the acid method or the alkaline method. Acid etch shall be done by immersion in a 6% to 8% phosphoric acid solution at 100° F (38° C) for a minimum of 3 minutes, then thoroughly rinsing with cold water, followed by a hot water tank rinse of 1 minute in water heated to 180° F (82° C). Alkaline etch shall be done by etching the precleaned surface in an alkaline etching material that is controlled by titration, using the time, temperature, and concentration specified by the solution manufacturer, then thoroughly rinsing. Remove smut with an acidic, chromium compound type solution as specified by the solution manufacturer, then rinse thoroughly.

The sign panels shall be treated by the alodizing process to uniformly provide a chemically formed light and tight amorphous coating that becomes an integral part of the aluminum alloy. This process shall be accomplished according to the recommendation of the manufacturer of the coating.

All fabrication, including cutting and punching of holes, excluding holes for demountable letters, numerals, symbols, and borders, shall be completed before metal degreasing, etching, alodizing, and the application of retroreflective sheeting.

Sign panels shall be free of buckles, warp, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

The Contractor shall submit a Certified Test Report to the Engineer covering the sign panels.

(c) Retroreflective Sheeting. The retroreflective sheeting for signs shall comply with ASTM D 4956 for Type III, IV, VIII, IX, or XI retroreflective sheeting, except that Type IX sheeting shall be used on all W1-6, W1-8, and OM-3 signs. Type XI sheeting shall be used on all R5-1 and R5-1a signs. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

Retroreflective sheeting shall be applied to properly treated sign panels with mechanical equipment in a manner specified by the sheeting manufacturer. Sign faces comprising two or more pieces or panels of retroreflective sheeting must be carefully matched for color at the time of sign fabrication to provide uniform appearance and brilliance both day and night. Alternate successive width sections of either sheeting or panels must be reversed and consecutive to ensure that corresponding edges of retroreflective sheeting lie adjacent on the sign. Non-conformance may result in non-uniform shading and an undesirable contrast between adjacent widths of applied sheeting that will not be acceptable.

At splices, sheeting shall be overlapped no less than 3/16" (5 mm). Sheeting applied to a

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welded panel shall be trimmed flush with the edge of the panel.

(d) Legend. All legend, which includes letters, numerals, symbols, arrows, and border, shall have a regular outline, be clean cut and sharp, and shall have a continuous stroke and border without ragged or torn edges.

All legend on guide signs shall be of the size shown on the plans. Legend on standard signs shall comply with the latest revision of FHWA *Standard Highway Signs*.

The legend on freeway main lane guide signs shall be demountable. Unless otherwise specified, the legend on all other guide signs shall be manufactured using either direct application or electronic cuttable films. All other signs shall be manufactured using standard industry processes, including silk screening, electronic cuttable films, and digital printing. Digitally printed signs shall be overlaid with a clear UV film per the sheeting manufacturer's recommendations.

Transparent colors, inks, paints, and films used in the sign manufacturing process shall be of the type and quality recommended by the manufacturer of the reflective sheeting and shall conform to red, blue, yellow, and green colors approved by the FHWA and as shown in the MUTCD and FHWA *Standard Highway Signs*. The Contractor shall provide a full matched component system warranty, and shall provide certification that the materials used shall meet all MUTCD minimum requirements for retroreflectivity and contrast for the warranty period of the sheeting.

The sheeting used for demountable and direct applied legends shall be from the same manufacturer of the sheeting used on the sign face. The sign area outside the corner radius shall not be trimmed to match the border radius. Unless otherwise shown, demountable legends and other features of the sign message shall be applied to flat aluminum frames by a mechanical applicator process.

Frames for border strips, corners, shields, and legend shall be fabricated from 0.063" (1.6 mm) sheet aluminum complying with the requirements of ASTM B209, Alloy 5052-H38. Mounting holes shall be provided with the frames to permit the use of screws, bolts, rivets, or other fasteners of stainless steel, galvanized steel, or aluminum to fasten the frames to the sign face, subject to the condition that dissimilar metals shall be insulated to prevent corrosion.

The aluminum frames shall comply with Subsection 723.02(b).

All border material shall be secured from the same company that furnishes the cutout letters, numerals, etc., and shall be mounted in the same manner as the cutout letters.

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STEEL SIGN STRUCTURES

Description. This item shall consist of furnishing, fabricating, and installing steel overhead, cantilever, tee mount, and bridge mounted sign structures, luminaire supports when specified, and concrete or drilled shaft foundations in accordance with this Special Provision and to the dimensions and details shown on the plans. Steel sign structures shall be installed at the locations shown on the plans or as directed by the Engineer.

Materials. Structural steel sign support members shall conform to the following specifications:

Angles:	ASTM A709, Gr. 36 (Fy = 36,000 psi)
Plate:	ASTM A709, Gr. 50 (Fy = 50,000 psi)
W-Section:	ASTM A709, Gr. 50 (Fy = 50,000 psi)
Pipe:	ASTM A139, Gr. C, straight-seam welded (Fy = 42,000 psi) ASTM A500, Gr. B (Fy = 42,000 psi), ASTM A501, Gr. B (Fy = 50,000 psi) All grades of pipe require Heat traceability back to the original melting mill.
Z-Shapes:	ASTM A709, Gr. 36 (Fy = 36,000 psi)
Shim Plates:	ASTM A1011, SS, Gr. 36, Type 2, or Gr. 40
Bolts:	ASTM F3125, Grade A325, Type I
Locknuts:	ASTM A563, Grade DH or AASHTO M 292, Grade 2H
Washers:	ASTM F436
Nuts:	ASTM A563, Grade DH or AASHTO M 292, Grade 2H

In addition to material requirements, all pipe used for welded applications shall have a maximum carbon equivalency (CE) of 0.4. All elements in the carbon equivalency (CE) equation shall be quantified and reported in the heat analysis or the product analysis. The following equation shall be used for determining the carbon equivalency (CE):

$$CE = \%C + \%Mn/6 + \%Cu/40 + \%Ni/20 + \%Cr/10 - \%Mo/50 - \%V/10$$

No circumferential butt welds or helical lap splices will be allowed in any pipe sections.

All steel shall be galvanized, unless otherwise noted, in accordance with Subsection 807.19.

All main load carrying tension members greater than 1/2" in thickness shall conform to the requirements of the Longitudinal Charpy V-notch test specified for Zone I minimum service temperature.

Bolts, nuts and washers shall be furnished and galvanized in accordance with Subsection 807.06. Anchor bolts shall conform to AASHTO M 314, Gr. 55, with supplementary requirement

STEEL SIGN STRUCTURES

S1, galvanized in accordance with Subsection 807.07. Nuts and washers for anchor bolts shall be furnished and galvanized in accordance with Subsection 807.07.

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

Commercial Alternates. Subject to the approval of the Engineer and in conformance with the requirements specified herein, the Contractor may supply steel sign support structures as manufactured by a commercial sign structure manufacturer in place of the sign structures detailed in the plans.

If the Contractor elects to use a commercial product, a complete set of design calculations by a Licensed Professional Engineer, a certification by the Professional Engineer that the design conforms to the requirements specified herein and as shown on the plans, and general details or pictures of the proposed type of structure shall be submitted to the Engineer for review and acceptance prior to submitting shop details.

In general, the commercial product shall be a steel truss type structure that will have an appearance similar to the design shown on the plans including the use of a quadri-chord horizontal truss. Welded splices of the chords will not be allowed. Multi-column end supports consisting of round pipes shall be used and the individual members of the truss may be round pipes, angles, or other accepted structural shapes. The column to base plate connection shall use full-penetration groove welds or a socket-type joint with two fillet welds.

Sign supporting structures shall be designed in accordance with the design specifications used for the plan details. Equivalent design parameters specified in the plans for sign area and weights and maximum column heights shall be used for the design of the commercial sign structure. Unless otherwise specified in the plans, all structures shall be designed for Fatigue Category I and fatigue design for galloping loads may be excluded.

Materials, construction methods, and inspection shall comply with this Special Provision. If the fabricator elects to use materials of a different strength than that shown in this Special Provision, this information shall be included in the request for approval of the commercial product.

Shop Drawings. Shop drawings shall be submitted to the Engineer for review and approval prior to commencement of any fabrication. The Engineer's secured approval does not eliminate the Contractor's ultimate responsibility for the accuracy of the shop drawings and meeting the requirements of the plans and specifications.

Fabrication Requirements. Structure bracing members shall be cut and trimmed for proper fit and shall be bolted or welded in correct position to chord or post members to form the specified structural section. Each assembly shall be checked for alignment, correct shape, and sound welds at the fabricating plant prior to shipment. The fabricator shall certify that each complete structure shall be free of misfits or structural deficiencies prior to shipment.

STEEL SIGN STRUCTURES

Sign structures shall be fabricated in accordance with this Special Provision and the applicable provisions of Section 807. Welding shall be in accordance with the AWS D1.1 Structural Welding Code - Steel.

Visual inspection of all welds shall be made and shall include an examination of certificates of prequalification of the welders who are performing the work and an inspection of welding equipment and procedure. In addition to visual inspection, all fillet welds of critical members shall be tested according to the AWS D1.1 Structural Welding Code - Steel, using the magnetic particle method. Critical welds shall include all the connecting welds between the sign columns and base plates and between the sign columns and the top and bottom truss supports. All Complete Joint Penetration (CJP) Groove welds shall be tested according to the AWS D1.1 Structural Welding Code - Steel. An inspection report submitted by the inspection agency or a qualified representative, both approved by the Engineer, including a list of any defective welds that will require repairing, and certificates of prequalification of welding operators, shall be submitted to the Engineer. Further weld testing may be required as directed by the Engineer and will be at the Department's expense, except that the Contractor shall make welded members accessible for inspection at no cost to the State. Any welds found to be defective shall be repaired only by re-welding.

The Contractor shall certify in writing that the welding and fabrication of the structures are in accordance with the governing specifications.

Construction Requirements. Excavation, backfill, compaction, and disposal of surplus materials shall be performed according to Section 801. Compaction shall be accomplished to the extent necessary to prevent future settlement of the backfill. Disturbed surfaces shall be returned to the original condition.

The applicable provisions of Sections 802, 804 and 807 shall govern the construction and installation of concrete, reinforcing steel and structural steel, respectively.

Anchor bolts shall be pretensioned. Exposed anchor bolt threads shall be cleaned and lubricated prior to installation of leveling nuts. Threads and bearing surfaces of nuts shall be cleaned and lubricated immediately prior to assembly. Leveling nuts shall be initially installed at the same elevation. Leveling nuts/washers shall be in firm contact with the base plate prior to snug tightening of the top nuts. Top nuts/washers shall be in firm contact with base plate when snug tight. Beveled washers may be required to provide firm contact. After top nuts are snug tight, the lower nuts shall be tightened to a snug tight condition to ensure full contact is achieved. After all nuts have been brought to a snug tight condition, bolts shall be tensioned using the turn-of-nut method. For the turn-of-nut method, nuts shall be incrementally turned using a star pattern until achieving the required rotation specified in Table 1-1, a minimum of 2 tightening cycles (passes) will be required.

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Table 1-1 Nut Rotation for Turn-of-Nut Pretensioning

Anchor Bolt Diameter	Nut Rotation ^{a,b}
≤ 1-1/2 inch	1/3 turn
> 1-1/2 inch	1/6 turn

^a Nut rotation is relative to the anchor bolt. The tolerance is plus 20 degrees, minus 0 degrees

^b A beveled washer shall be used if the nut is not in firm contact with the baseplate or the outer face of the baseplate is sloped more than 1:40.

All truss field sections shall be shop assembled unless otherwise noted in the plans.

Field welding will not be permitted except upon approval in writing by the Engineer.

All sign supports shall provide a minimum vertical and horizontal clearance as shown on the plans. To ensure proper clearances, dimensions of the structure that affect clearances shall be verified by the Contractor by field measurements before fabrication begins.

Sign supports shall be erected so that the sign face is plumb and at right angles to the road unless otherwise directed by the Engineer.

Subsequent to erection, any damaged galvanized coating shall be field repaired in accordance with Subsection 807.88.

Method of Measurement. Steel Overhead Sign Structure, Steel Cantilever Sign Structure, Steel Tee Mount Sign Structure, and Steel Bridge Mounted Sign Structure will be measured by the unit, including foundations, complete in place. One unit consists of the structure and all Z-bars, brackets, bolts, washers, nuts, and other hardware necessary to complete the installation and mount the sign(s). The fabrication and installation of the signs will be paid for under Section 725 or 726.

Basis of Payment. Steel Overhead Sign Structure, Steel Cantilever Sign Structure, Steel Tee Mount Sign Structure, and Steel Bridge Mounted Sign Structure completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Steel Overhead Sign Structure, Steel Cantilever Sign Structure, Steel Tee Mount Sign Structure, and Steel Bridge Mounted Sign Structure which price shall be full compensation for furnishing, fabricating, and installing the structure including sign framing, supporting structures, and concrete or drilled shaft foundations; for excavation, backfill, compaction, removal and disposal of surplus materials, and replacement of existing surfaces; for all weld testing; and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

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Payment will be made under:

Pay Item	Pay Unit
Steel Overhead Sign Structure ()	Each
Steel Cantilever Sign Structure ()	Each
Steel Tee Mount Sign Structure ()	Each
Steel Bridge Mounted Sign Structure ()	Each

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 012535
MODIFICATION OF EXISTING OVERHEAD SIGN SUPPORT**

A. Description

This item shall consist of furnishing and installing at locations shown upon the plans or as directed, Modification of Existing Overhead Sign Support assembly in accordance with these special provisions and the Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department Edition of 2014.

B. Materials and Construction Specifications

The units furnished under this specification shall conform to the ASTM designations for Stainless Steel. The length of stainless steel strapping material and quantity of brackets needed at each location shall be verified by the Contractor before ordering to meet the existing field conditions and to conform to the specified sign mounting heights.

All high strength bolts, nuts, and washers shall comply with AASHTO M 164M.

Hardware required for attachment of the sign to the support shall comply with Section 724.

Field welding will not be permitted except upon approval in writing by the Engineer. The Modification of Existing Overhead Sign Supports shall be constructed and installed at the locations shown on the plans or as directed. All sign supports shall provide a minimum vertical and horizontal clearance as shown on the plans. To ensure proper clearances, dimensions of the structure that affect clearances shall be verified by the Contractor by field measurements before fabrication begins. Sign supports shall be erected so that the sign face is plumb and at right angles

C. Method of Measurement

Modification of Existing Sign Supports shall be measured for payment by the number of units each, complete with all components and requirements, provided as specified in this specification and referenced special provisions, and delivered as directed by the Department.

D. Basis of Payment

Work completed and accepted under this item and measured as provided above shall be paid for at the contract unit price bid for each Modification of Existing Sign Support, which price shall be full compensation for furnishing and installing the Sign Supports, and all materials, equipment, tools, labor, and incidentals necessary to complete the work. Partial payments may be made at the discretion of the Engineer.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 012535
MODIFICATION OF EXISTING OVERHEAD SIGN SUPPORT**

Payment will be made under:

Pay Item

Pay Unit

Modification of Existing Sign Support

Each

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 012535****WORK ZONE LAW ENFORCEMENT**

DESCRIPTION: Arkansas Highway Police (AHP) officer(s) will be made available on this project to provide a law enforcement presence and enhance safety for motorists and workers through the work zone. Enforcement services may include speed, traffic, safety, and/or weight control.

The Engineer shall advise the Chief of the Arkansas Highway Police of the time and location of the Pre-Construction Conference. AHP commanders or patrol officers will also be invited to all weekly coordination meetings held by the Department with the Contractor. This includes all meetings held to discuss work sequences, temporary traffic control, or any other element which would benefit from law enforcement participation. It shall be the responsibility of the Contractor to communicate with the Engineer and to determine the need for AHP services regarding phases, times of work, enforcement type, and location.

On freeways and other fully controlled access facilities, only the utilization of Arkansas Highway Police (AHP) is permitted unless otherwise approved by the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

LOCAL WORK ZONE LAW ENFORCEMENT

DESCRIPTION: This item shall consist of providing a local law enforcement presence by utilizing police officers and marked patrol units to enhance safety for motorists and workers through the work zone. Enforcement services may include traffic control and/or safety measures.

Law enforcement officers who work inside the construction zones must hold at a minimum Commission on Law Enforcement Standards and Training (CLEST) Basic Certification (or equivalent for out of state officers). These officers will be required to have also completed the following training:

- Traffic Incident Management (TIM) course (either in-person or online) and provide a course issued certificate showing its completion. The Arkansas Highway Police can facilitate a TIM class for officers if necessary.
- A 2-Hour Work Zone Enforcement and Safety course instructed by the Arkansas Highway Police at no cost to the local law enforcement agency, and provide a course issued certificate showing its completion. This course will include information on the make-up of the work zone, safe practices for law enforcement working in work zones, and other pertinent information.

CONTRACTOR REQUIREMENTS: Local law enforcement agencies shall be invited to the Preconstruction Conference and all weekly coordination meetings held by the Department with the Contractor. This includes all meetings held to discuss work sequences, temporary traffic control, or any other element which would benefit from law enforcement participation. It shall be the responsibility of the Contractor to coordinate with the Engineer to determine the need for law enforcement services regarding phases, time of work, enforcement type, and location. Upon concurrence from the Engineer, it shall be the responsibility of the Contractor to coordinate the appropriate needs with each law enforcement agency along the route.

Scheduling of officers will be in accordance with these guidelines. The hourly cost for an officer and patrol unit shall be \$75.00 per hour.

The Contractor shall provide daily work records of the actual hours of work performed by each law enforcement agency and shall be accompanied by signed invoices from the law enforcement agency, which must be verified by the Engineer.

METHOD OF MEASUREMENT: Local Work Zone Law Enforcement will be measured per hour verified by the Engineer using an invoice or acceptable record.

BASIS OF PAYMENT: Work completed, measured and accepted will be paid for at the hourly rate shown above, which shall be full compensation for all labor, vehicles, equipment, and incidentals to provide law enforcement services to the work zone.

Payment shall be made under Subsection 109.04(b), Force Account, however only the hourly compensation shown above will be made. No other allowances for labor, equipment, or materials will be made. Payment will be made to the Contractor who in turn is responsible for payments to the law enforcement agency. No direct payment is to be made to individual officers.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORT

Description. This item shall consist of furnishing and installing Omni-directional breakaway sign supports for roadside mounted signs according to these specifications and to the dimensions and details and at the locations shown on the plans or as directed.

Materials. The posts shall conform to the Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing, ASTM designation A787. The length of each post for each sign shall be verified by the Contractor before ordering to meet the existing field conditions and to conform to the specified sign mounting heights.

The Contractor shall submit to the Engineer certified mill test reports showing chemical analysis and physical tests. The square sign post tubing shall be hot-dipped galvanized conforming to ASTM specification A653 designation G90. The weld is zinc-coated after scarfing operation. The cross section of the post shall be square tubing formed of 10 gauge steel, carefully formed into size, and induction welded in such a manner that neither weld nor flash shall interfere with telescoping properties.

Holes shall be 3/ 8" in diameter on 1" centers for the entire length of the post. Holes shall be on the center line of each side in true alignment and opposite to each other. All holes and sheared ends shall be free from burrs.

All high strength bolts, nuts, and washers shall comply with AASHTO M 164M. Shims shall be fabricated from brass shim stock or strip complying with ASTM B 36.

Concrete for footings shall comply with Section 802 for Class S concrete. The Department will perform all acceptance sampling and testing at the frequencies shown for Contractor acceptance testing in Subsection 802.06. Reinforcing steel shall comply with Section 804 for Grade 40. Footings for standard sign supports shall not be reinforced.

Hardware required for attachment of the sign(s) to the support shall comply with Section 724.

Construction Requirements. Excavation, backfill, compaction, and disposal of surplus materials shall be performed according to Section 801. Compaction shall be accomplished to the extent necessary to prevent future settlement of the backfill. Disturbed surfaces shall be returned to the original condition.

The applicable provisions of Sections 802 and 804 shall govern the construction and installation of concrete and reinforcing steel.

Field welding will not be permitted except upon approval in writing by the Engineer. The Omni-directional breakaway sign support shall be constructed and installed at the locations shown on the plans or as directed. All sign supports shall provide a minimum vertical and horizontal clearance as shown on the plans. To ensure proper clearances, dimensions of the structure that affect clearances shall be verified by the Contractor by field measurements before fabrication begins. Sign supports shall be erected so that the sign face is plumb and at right angles

ARKANSAS DEPARTMENT OF TRANSPORTATION
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JOB NO. 012535
OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORT

to the road unless otherwise directed by the Engineer. Subsequent to erection, any damaged galvanized coating shall be repaired according to Subsection 807.88.

The procedure for assembly of base connection, as shown on the plans, shall be followed explicitly.

Method of Measurement. Omni-directional breakaway sign supports will be measured by the unit. One unit consists of the post(s) and all bolts, nuts, washers, brackets, and other hardware necessary to complete the installation and mount the sign(s). The fabrication and installation of the sign will be paid for under Section 725 or 726.

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Square Omni-directional breakaway sign supports of the type specified, which price shall be full compensation for furnishing, fabricating, and installing the support; and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Omni-directional breakaway sign supports (Type__)

Pay Unit

Each

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Description. This work includes the furnishing of all materials and the construction of foundations consisting of reinforced concrete shafts placed within drilled excavations. Slurry may be required to maintain stability of the borehole while advancing the excavation to the final depth. The foundations shall be constructed in accordance with the details and governing dimensions shown on the plans, the Standard Specifications, this special provision, and as directed by the Engineer.

Construction Experience. The drilled shafts on this project shall be constructed by a contractor or specialty subcontractor experienced with drilled shaft construction and if necessary, with the use of a slurry displacement method. The Contractor shall submit a project reference list to the Engineer for approval verifying the successful completion by the Contractor or specialty subcontractor of at least three separate foundation projects with shafts of diameters and depths similar to or larger than those shown in the plans, and ground conditions similar to those identified in the Contract (when provided). A brief description of each listed project shall be provided along with the name and current phone number of the project owner or the owner's Contractor.

The Contractor shall submit a list identifying the on-site supervisors and drill rig operators potentially assigned to the project to the Engineer. The list shall contain a brief description of each individual's experience in shaft excavation operations and placement of assembled steel reinforcing bar cages and concrete in shafts. The individual experience lists shall be limited to a single page for each supervisor or operator.

1. On-site supervisors shall have a minimum of two (2) years experience in supervising construction of shaft foundations of similar size (diameter(s) and depth(s)) and scope to those shown in the plans, and similar geotechnical conditions to those described in any provided boring logs. Work experience shall be direct supervisory responsibility for the on-site shaft construction operations. Project management level positions indirectly supervising on-site shaft construction operations are not acceptable for this experience requirement.
2. Drill rig operator shall have a minimum of one (1) year experience in construction of shaft foundations.

The Engineer may suspend the shaft construction if the Contractor substitutes unapproved personnel. The Contractor shall be fully liable for the additional costs resulting from the suspension of work, and no adjustments in contract time resulting from the suspension of work will be allowed.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Pre-Construction Meeting. A pre-construction meeting shall be scheduled by the Engineer to be held after receipt and review of the complete work plan and construction experience submittals. The Engineer; the Contractor, including their Superintendent; and the specialty subcontractor, including the listed onsite supervisor, shall attend. Attendance is mandatory. All other parties to be involved with the construction or testing of the drilled shaft foundations may be represented. The meeting will be conducted to clarify the requirements of the work, to coordinate the construction schedule and activities, and to identify the contractual relationships and the delineation of responsibilities amongst the parties involved.

Materials. (a) Concrete. All concrete shall be Class S with a minimum 28-day compressive strength of 3,500 psi and shall conform to Section 802 unless modified herein.

The slump of the drilled shaft concrete, at time of placement, shall be 7 inches $\pm$ 1 inch for concrete placed in the dry or 8 inches $\pm$ 1 inch for concrete placed underwater/under slurry. The maximum water cement ratio specified in Subsection 802.05 shall not be increased. The aggregate used shall meet the sieve requirements set by AASHTO M 43, number 7. Approved admixtures may be used to obtain desired workability, flow, and anti-segregation properties.

Trial Batch: Each concrete mix design to be used in the drilled shafts shall be submitted to the Engineer a minimum of 10 business days prior to preparing a trial batch. A trial batch for each concrete mix design shall be prepared using the specific materials submitted in the mix design, including any admixtures, that are intended for use on the job. Each submitted mix design shall meet the slump requirements at the time of placement and shall maintain a slump of 6 inches or greater for the anticipated placement time stated in the Contractor's Drilled Shaft Work Plan plus one hour. The Contractor shall prepare a plant batch of at least 3 cubic yards or one-third the rated capacity of the mixer, whichever is greater. The trial batch, including all sampling and testing, shall be accomplished by the Contractor under the observation of the Engineer. The Contractor and Engineer shall sample and test the trial batch for compliance with the specifications for slump and compressive strength. Additional sampling and testing of the trial batch for slump loss shall be according to the following procedure:

1. The proposed mix shall be prepared for the slump loss test at a temperature consistent with ambient and concrete temperatures expected during actual concrete placement.
2. After initial mixing of 70 to 100 revolutions in accordance with Subsection 802.08, the slump, concrete temperature, and ambient temperature shall be determined. The slump shall be within the required specifications. The test start time is initiated when batch water is introduced to the cement of the mixture (the normal batch time that will be recorded on each concrete delivery ticket).
3. The mix shall remain in the mixer truck, which shall spin at minimum speed for the anticipated or actual time it will take for the mixer truck to travel to the job site. After this time period the mix will again be tested for slump, concrete temperature, and ambient temperature. If a higher slump is desired based on the results of this test, water may be added in accordance with Subsection 802.08, provided that the maximum water to cement ratio and/or the slump does not exceed the limits established by the specifications. The time and amount of water added shall be recorded on the batch ticket.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

4. Once the desired slump is obtained, a one cubic yard sample of the mixture shall then be deposited into a plastic lined form measuring 3' x 3' x 3' in interior dimensions. A plastic-lined hole in the ground of approximately the same dimensions may be used. The surface of the concrete mixture shall be covered with plastic to prevent evaporation. The form shall not be exposed to direct sunlight for the entire duration of the slump loss test.
5. Using the concrete mixture in the form, tests shall be performed for slump, concrete temperature, and ambient temperature at intervals of 30 minutes until the slump is 6 inches or less, or for the anticipated placement time of the shaft plus one hour. In no case shall slump tests be performed for less than 4 hours. The top 6 inches of the concrete shall be thoroughly mixed using a scoop or shovel immediately prior to each set of tests. Plastic shall remain in place to cover the mixture between test intervals.

A record of the results of all tests performed, including the time of each test, along with a copy of the mix design and a copy of the batch ticket shall be submitted to the Engineer for review and approval.

(b) Reinforcing Steel. Reinforcing steel shall be Grade 60 conforming to the requirements of Section 804.

(c) Casing. Temporary casing shall conform to ASTM A252, Grade 2 or Grade 3. Permanent casing shall conform to ASTM A252, Grade 2 or Grade 3. The walls and interior surfaces of the casings shall be carefully washed and cleaned of all sand, gravel, bonded concrete or foreign materials before use.

All casing shall be steel, watertight and of ample strength to withstand handling and/or driving stresses and the pressure of both concrete and the surrounding earth materials. All casing shall be selected by the Contractor to control dimensions and alignment of excavations within tolerances and to execute all other construction operations.

(d) Slurry. Slurry, if required to maintain the stability of the borehole while advancing the excavation, shall be a mineral or polymer slurry product developed for concrete shaft construction using a slurry displacement method. The Contractor shall provide the Engineer with a copy of the manufacturer's specifications including suitability for site conditions and the parameters for the tests required in this Special Provision for the slurry intended for use. The approval to use this slurry shall be made by the Engineer.

Slurry operations shall be performed by personnel under the supervision of the manufacturer's representative or experienced personnel that are certified by the manufacturer's representative.

Construction. (a) Work Plan. The Contractor shall submit to the Engineer, for information and record purposes, a Work Plan for each shaft of similar type and setting at least 30 days prior to beginning construction of the drilled shafts. Where drilled shafts are to be constructed at multiple sites, a separate Work Plan shall be submitted for each site. The Work Plan shall include at a minimum:

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

1. A thorough and complete description of the proposed drilling equipment including cranes, drills, augers, tremies, concrete pumps, slurry pumps, de-sanding equipment, casings, etc.
2. The method of drilling and achieving shaft alignment tolerances and removing obstructions.
3. The method of installation for any permanent casings and the method of installation and removal for any temporary casings. Provisions shall be made for rigidly supporting the casings at locations where the soil that overlies rock is thin or absent or the casing extends above the ground line. The extension of permanent casing into competent rock beyond the depth required to maintain seal is not an acceptable method of rigid support.
4. Detailed procedures for mixing, using, maintaining, and disposing of slurry shall be provided. A detailed mix design (including all additives and their specific purpose in the slurry mix) and a discussion of its suitability to the anticipated subsurface conditions shall be provided. A detailed plan for quality control of the selected slurry, including tests to be performed, test methods to be used, and minimum and/or maximum property requirements, which must be met to ensure that the slurry functions as intended in accordance with the manufacturer's recommendations, shall be provided.
5. Details of methods to clean and inspect the shaft excavation including the bottom of the shaft.
6. The method of supporting and centralizing the reinforcing steel.
7. Details of concrete placement for each shaft, including proposed operation procedures for pumping methods, the anticipated time required for concrete placement in each shaft, and a sample inspection form to be used for the concreting curve showing depth versus volume over the length of the shaft.
8. The sequence of drilling and time schedule for completion of each shaft including any non-destructive testing required by the plans or special provisions.
9. Preventative measures for working around any structures, railroad tracks, and utilities in the immediate vicinity.
10. The location of any work roads, detours, and traffic control devices.
11. A pollution prevention plan that shows the method of controlling the discharge of any pollutants including any water that may be used as a drilling fluid. The Contractor's pollution prevention plan will become part of the Department's Stormwater Pollution Prevention Plan. The Contractor shall ensure compliance with Section 110 of the Standard Specifications.

The drilled shafts shall be constructed in accordance with the Work Plan and no deviation shall be allowed without the written permission of the Engineer. Any change in the Work Plan shall be submitted to the Engineer at least three (3) business days before any work is begun. Acceptance of the Work Plan shall not relieve the Contractor of any other requirements in the plans and specifications.

(b) Protection of Existing Structures. The Contractor shall control his operations to prevent damage to any existing structures, utilities, and railroad tracks. Preventative measures

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

shall include, but are not limited to, selecting construction methods and procedures that will prevent caving of the shaft excavation and monitoring and controlling the vibrations from construction activities such as the driving of casing or sheeting, or drilling of the shaft. Blasting will not be permitted.

(c) Construction Tolerances. The following construction tolerances apply to drilled shafts unless otherwise shown on the plans:

1. The center of the drilled shaft shall be within the integer value of $d/15$, where d is the shaft diameter in inches, of plan position in the horizontal plane at the plan elevation for the top of the shaft. In no instance shall the center tolerance be taken less than three (3) inches or more than six (6) inches.
2. The vertical alignment of a vertical shaft excavation shall not vary from the plan alignment by more than 1/4 inch per foot of depth.
3. After all the concrete in a shaft is placed, the top of the reinforcing steel cage shall be no more than four (4) inches above and no more than two (2) inches below plan position.
4. The top elevation of the shaft shall have a tolerance of plus one (1) inch or minus one (1) inch from the plan top of shaft elevation.
5. Excavation equipment and methods shall be designed so that the completed shaft excavation will have a near planar bottom. The cutting edges of the excavation equipment shall be normal to the vertical axis of the equipment within a tolerance of $\pm 3/8$ inch per foot of diameter.
6. The finished diameter of the shaft shall be no less than the specified diameter along the entire length of the drilled shaft.

Drilled shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. The Contractor shall be responsible for correcting all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. Materials and work necessary, including engineering analysis and redesign by a Professional Engineer licensed in the State of Arkansas, to complete corrections for out of tolerance drilled shaft excavations shall be furnished without either cost to the Department or an extension of the completion date of the project.

(d) Casings. (1) Temporary Casing. When shown in the plans or as approved by the Engineer, temporary casings shall be used to prevent caving of the excavated shaft, to exclude ground water, or to create a positive seal into impervious material so that no piping of water or other materials occurs into or from the shaft excavation. The Contractor shall remove temporary casing before completion of concreting the drilled shaft. Predrilling with slurry and/or over-reaming to beyond the outside diameter of the casing may be required to install the casing.

When temporary casings are used in conjunction with permanent casings as shown in the plans or approved by the Engineer, the Contractor shall maintain both alignment of the temporary casing with permanent casing and a positive, watertight seal between the two casings during excavation and concreting operations.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Before the temporary casing is withdrawn, the level of fresh concrete in the casing shall be a minimum of 5 feet above the hydrostatic water level in the soil or the level of the drilling fluid in the annular space behind the casing, whichever is higher. As the temporary casing is withdrawn, care shall be exercised to maintain an adequate level of concrete in the casing so that fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the shaft concrete. Insofar as possible, casing extraction shall be done at a slow uniform rate by application of a steady vertical upward pull in the direction of the axis of the shaft. To facilitate extraction, tapping on the casing, exertion of temporary downward pressure, and slight rotation will be permitted provided care is taken to avoid harmful impacts or disturbances to the fresh concrete. Vibration or rodding may not be used to break the casing loose for extraction.

Temporary casings which become bound or fouled during shaft construction and cannot be practically removed shall constitute a defect in the drilled shaft. The Contractor shall be responsible to improve such defective shafts to the satisfaction of the Engineer. Such improvements may consist of, but are not limited to: removal of the shaft concrete and extending the shaft deeper to compensate for loss of frictional capacity in the cased zone, providing saddle shafts to compensate for capacity loss or providing a replacement shaft. All corrective measures, including redesign of the structure caused by the defective shaft, shall be done to the satisfaction of the Engineer by the Contractor without either compensation or an extension of time. In addition, no compensation will be made for the temporary casing left in place.

(2) Permanent Casing. Permanent casing shall not be used unless otherwise approved by the Engineer. When approved, the casing shall be continuous between top and bottom elevations of the approved casing length. The outside diameter of the permanent casing shall be sufficient to produce a finished drilled shaft with a diameter no less than the specified diameter along the entire length of the shaft. The inside diameter of permanent casing shall not be greater than the specified diameter of the shaft plus 12 inches unless otherwise approved by the Engineer. All casings shall be watertight and of ample strength to withstand handling and/or driving stresses and the pressure of both concrete and the surrounding earth materials. All casings used shall be selected by the Contractor to control the dimensions and alignment of excavations within tolerances and to execute all other construction operations. When permanent casing is approved for use, the drilled shaft length shall be adjusted to maintain the shaft embedment specified on the plans beyond the limits of the permanent casing.

(3) Temporary Surface Casing. Temporary oversized surface casing may also be required for no more than 10 feet below top of shaft to prevent sloughing of the top of the shaft excavation. Temporary surface casings shall not be removed until after a minimum of 72 hours has elapsed since concrete placement and shall be done in a manner to not cause any damage to the finished drilled shaft. Concrete shall not be cast directly against temporary surface casing.

(e) Excavations. The Contractor shall perform the excavation required for the shafts through whatever materials encountered, to the dimensions and elevations shown on the plans or required by the site conditions. The Contractor's methods and equipment shall be suitable for the intended purpose and materials encountered. During excavation of the shafts, the Contractor shall make frequent checks on the plumbness, alignment, and dimensions of the shaft to maintain required tolerances.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Bottom of shafts shall not be founded at a depth less than that shown on the plans without the approval of the Engineer. The depth that is to be drilled shall be considered an approximation and the Engineer may order, in writing, such changes in depth as may be necessary to secure a satisfactory foundation.

The excavation may require the use of slurry displacement. If a slurry is used, such use shall conform to subsection (f) below. Water may be used as a drilling fluid and to prevent a hydrostatic head from occurring. Drilled shaft excavation shall begin only if the Contractor can complete the excavation, perform foundation inspection and any required testing, and place the reinforcement and concrete as a continuous operation. If the center-to-center spacing is less than 3 shaft diameters, no two adjacent shafts shall be excavated at the same time and shafts shall not be constructed within 24 hours of the completion of an adjacent shaft. If the excavation will be subjected to vibrations from nearby activities that may cause caving, casing shall be advanced as drilling proceeds to prevent caving.

Material excavated from shafts and not used in the backfill around the compacted foundation shall be disposed of in a manner approved by the Engineer and shall not be placed in a waterway or otherwise impair the efficiency or appearance of the structure or other parts of the work. Any excavation for the shaft beyond the lines required by the plans shall be filled with material approved by the Engineer and at the Contractor's expense.

When drilled shafts are to be installed in conjunction with embankment placement, the Contractor shall construct drilled shafts after the placement of fills unless otherwise approved by the Engineer.

When drilled shafts are to be installed in conjunction with a footing or cap, excavation to the footing or cap elevation shall be completed before shaft construction begins unless otherwise noted in the plans or approved by the Engineer. Prior to the footing or cap pour, the Contractor shall repair any disturbance to the footing or cap area caused by shaft installation.

No open excavation shall be left unattended. During non-working hours, excavations shall be protected by the use of solid, safe covers that are firmly fastened in place.

The Contractor shall provide suitable access, lighting, and equipment for checking the dimensions and alignment of each permanent shaft excavation and for inspecting the excavation. Any mechanical equipment used within the excavation shall be operated by air or electricity. The use of gasoline driven engines or any device that produces toxic fumes or uses atmospheric oxygen, within the excavation for any purpose will not be permitted. All lighting shall be electric and precautions shall be taken in regard to potential short circuits of electric current within ground water. The Contractor shall not allow workers to enter the shaft excavation for any reason, unless both a suitable casing has been installed and adequate safety equipment and procedures have been provided to the workers entering the excavation.

The Contractor shall check the dimensions and alignment of the shaft excavation under the direction of the Engineer. Final shaft depths shall be measured with suitable weighted tape or other approved methods after final cleaning of the excavation.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

No concrete shall be placed until the Engineer approves the condition of the excavation. Prior to placing concrete, the shaft excavation shall be cleaned so that a minimum of 50 percent of the base area will have less than ½ inch of sediment and at no place more than 1 ½ inch. The Contractor shall be responsible for showing that the excessive loose material has been removed from the excavation. Inspection of the bottom of the excavation shall be by camera or other suitable means approved by the Engineer. When the shaft inspection is by camera it shall be capable of viewing the bottom of the excavation at a resolution suitable for determining the bottom condition whether wet or dry construction methods are used. All expenses for inspection shall be included in the price bid for the items of “Steel Overhead Sign Structure ()”, “Steel Cantilever Sign Structure ()”, and “Steel Tee Mount Sign Structure ()”.

If the elevation of the top of shaft is below ground level at the time of concrete placement, an oversized temporary surface casing from ground elevation to a point below the top of the shaft will be required to control caving of any substance into freshly placed concrete and to facilitate construction. The oversized surface casing shall be removed and backfill placed in accordance with Subsection 801.08.

(f) Slurry. If required, the approved slurry shall have sufficient viscosity and gel characteristics to transport excavated material out of the shaft. The specific gravity of the slurry shall be sufficient to maintain the stability of the shaft. The level of the slurry shall be maintained at the height sufficient to prevent caving of the hole. An acceptable range of values for the physical properties of the slurry is shown in Tables 1 or 2. Slurry Properties shall be adjusted for the site conditions as recommended by the manufacturer and approved by the Engineer.

The slurry shall be mixed thoroughly with clean fresh water according to the manufacturer’s recommendations. Water and soil temperature and pH shall be within the slurry manufacturer’s recommendations or requirements prior to mixing.

Sidewall over-reaming shall be required when the sidewall of the hole is determined by the Engineer to have softened due to excavation methods, swelled due to delays in concreting, or degraded due to slurry cake buildup. Over-reaming thickness shall be a minimum of ½ inch and a maximum of 3 inches. The thickness and elevation of sidewall over-reaming shall be as directed by the Engineer. All expenses for over-reaming shall be included in the price bid for the items of “Steel Overhead Sign Structure ()”, “Steel Cantilever Sign Structure ()”, and “Steel Tee Mount Sign Structure ()”.

Adequate slurry tanks will be required. No excavated slurry pits will be allowed without written permission of the Engineer. Recycling of the slurry is permitted provided the recycled slurry’s properties satisfy the required range of values given in Tables 1 or 2.

Since cement contamination is very harmful to the slurry, the top four feet of slurry directly above the shaft concrete shall be disposed of and not reused. Certain types of soil may require cleaning of the recycled slurry.

(1) Tests. Tests to determine density, viscosity, pH, and sand content shall be performed on the slurry by the Contractor during the shaft excavation to establish a consistent working pattern.

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

The testing apparatus must be approved by the Engineer. The tests shall be performed when the slurry temperature is above 40° F.

A minimum of four sets of tests shall be made during the first eight hours of slurry use. When the results show a consistent behavior, the testing frequency may be decreased to one set every four hours of slurry use. The slurry shall be tested and brought into conformance with specification requirements immediately prior to concreting the shaft.

For shafts less than 50 feet in depth, tests shall be conducted on slurry samples taken from 1 foot above the base of the shaft and at midpoint of the shaft. For shafts greater than 50 feet in depth, tests shall be conducted on the slurry samples taken from 1 foot above the base of the shaft and the third points of the shaft.

When any slurry samples are found to be unacceptable, the Contractor shall take whatever action is necessary to bring the slurry into conformance with specification requirements, before advancing the shaft excavation. An acceptable range of values for the physical properties of the slurry is shown in Tables 1 or 2. Slurry Properties shall be adjusted for the site conditions as recommended by the manufacturer and approved by the Engineer.

(2) Disposal. Slurry and material removed during shaft excavation shall not be allowed to enter a waterbody or wetland and will be handled in accordance with Supplemental Specification 110-1. Waste slurry, excavated material, and other material removed during shaft excavation utilizing slurry shall be disposed of at a licensed landfill which will accept industrial solid waste or by other means approved by the Arkansas Department of Environmental Quality (ADEQ). The Contractor shall be responsible for obtaining and complying with any permits required by ADEQ for disposal of the waste material.

Table 1 – Mineral Slurry Properties

ITEM TO BE MEASURED	RANGE OF RESULTS AT 60° F (20°C)	TEST METHODS
Density (pcf)	64-75 lb/ft ³ (fresh water applications)	(Mud Balance) ASTM D4380
Marsh Funnel Viscosity, (seconds/qt.)	28 to 45 (See Table 2 for application)	API RP13B-1 Sect. 2 (Marsh Funnel & Cup)
Sand Content by volume, percent, before concreting	4% maximum	(Sand Screen Set ASTM D4381)
pH	8 to 11	ASTM D4972

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Table 2 – Polymer Slurry Properties

ITEM TO BE MEASURED	RANGE OF RESULTS AT 60° F (20°C)	TEST METHODS
Density (pcf)	64 lb/ft ³ Maximum (fresh water applications)	(Mud Balance) ASTM D4380
Marsh Funnel Viscosity, (seconds/qt.)	40 to 90 (or as approved by the Engineer)	API RP13B-1 Sect. 2 (Marsh Funnel & Cup)
Sand Content by volume, percent, before concreting	1% maximum	(Sand Screen Set ASTM D4381)
pH	8 to 10	ASTM D4972

(g) Reinforcing Steel. The reinforcing steel cage shall be completely assembled and shall be placed as a unit immediately after the shaft excavation is inspected and accepted, and prior to concrete placement. The cage will consist of the reinforcing shown in the plans, cage stiffener bars as required, spacing devices, and any other appurtenances required to maintain alignment, shape, and clearances. Any internal stiffeners shall be removed as the cage is lowered into the excavation.

The minimum clearance between the edge of the drilled shaft and the vertical reinforcing steel and the minimum length of steel required for lap with the column steel shall be as shown in the plans.

The Contractor shall be responsible for the proper bracing of the reinforcing cage. This bracing shall be sufficient to permit assembly above ground and placing in the shaft as a unit without inducing deforming, twisting, or bending stress. Welding of reinforcing bars will not be permitted.

Concrete spacer blocks shall not be used on the reinforcing cages. Epoxy coated metal “chair” type spacers, epoxy coated bent pieces of steel bars, or high density plastic alignment systems shall be used to ensure concentric spacing of the cage inside the shaft. Spacers shall be placed at least at quarter points around the circumference of the cage, and at a longitudinal spacing not exceeding 20 feet or 2.5 times the shaft diameter, whichever is less. The spacer sizes shall be varied as necessary along the length of the shaft to maintain a concentric spacing within the cased and uncased portions of the shaft.

The cage shall be supported from the top by some positive method to minimize uplift or downward slump during concrete placement and/or extraction of the casing. A minimum of one-half of the vertical bars shall be supported from the top. The support shall be concentric with the cage to prevent racking and distortion of the steel. Setting the cage on the socket bottom without support will not be permitted.

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The elevation of the top of the steel cage shall be carefully checked before and after the concrete is placed. Displacement of the steel beyond the specified tolerances will be cause for rejection.

(g) Concrete. The work shall be performed in accordance with the provisions of Section 802 and in conformance with the requirements herein.

The maximum subplot size for acceptance sampling and testing of drilled shaft concrete by the Contractor shall be 100 cubic yards or one drilled shaft.

At the time concrete is placed, the excavation shall be free from accumulated seepage water (less than 3 inches above bottom of shaft and 12 inches per hour inflow) unless an underwater pour is authorized by the Engineer. Concrete shall be placed as soon as possible after completion of the excavation and the inspection and setting of the reinforcing cage. During concrete placement, the Contractor shall limit the difference in elevation of the concrete inside and outside the steel reinforcing cage to one (1) foot maximum. Concrete placement operations shall proceed in a continuous operation from the bottom of the shaft to the top of the shaft, unless a shaft construction joint below the top of the shaft is specified in the plans. After the concrete level has reached the top of the shaft, it will be forced to overflow until only fresh uncontaminated concrete is left in the shaft, unless a shaft construction joint below the top of the shaft is specified in the plans. The concrete waste shall be disposed of in accordance with the Storm Water Pollution Prevention Plan requirements. Slurry contaminated wastes shall be disposed of as described in Section (f).

If a shaft construction joint below the top of the shaft is specified in the plans, concrete shall be placed in a continuous operation from the bottom of the shaft to 2'-6" above the shaft construction joint or as directed by the Engineer, but in no case less than 1'-0". Care shall be exercised to control and minimize the depth of scum, laitance, loose grave, and sediment above the shaft construction joint prior to concrete set. After the shaft concrete has cured for a minimum of 72 hours and after conducting nondestructive testing, the Contractor shall remove all remaining scum, laitance, loose gravel, and sediment down to sound concrete, or to the depth of the shaft construction joint, whichever is lower. After approval of the shaft, the column reinforcing shall be set and the remaining portion of the shaft concrete shall be poured in the dry.

Concrete waste shall not enter the waterway as required by any applicable Section 404 Permits. Exposed portions of each drilled shaft shall be cured and any construction joint area shall be treated as prescribed in Section 802 and roughened to an amplitude of ¼ inch.

Placement of drilled shaft concrete underwater shall be done only with permission of the Engineer in strict conformance with the procedures outlined below for an underwater pour.

1. Concrete Placed in the Dry. All drilled shaft concrete placed in the dry shall be placed through a tremie or by pumping to prevent segregation of materials. The tremie shall have sufficient length to discharge concrete at the shaft base and shall consist of a rigid tube with a diameter of no more than 14 inches nor less than 10 inches and be fitted with a hopper at the top. The tremie shall not contain aluminum parts that may come in contact with the concrete. The inside and outside surfaces of the tremie shall be clean

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

and smooth to permit flow of concrete and unimpeded withdrawal. It shall be constructed and supported so that it can be moved horizontally to cover the work area and moved vertically to control the concrete flow as the level of the concrete in the shaft is raised. The bottom of the tremie or pump pipe shall be at the bottom of the shaft at the beginning of concrete placement, but will not be required to remain at the bottom of the shaft during the entire pour. The bottom of the tremie must remain below the top of the concrete at all times.

The concrete pump line shall have a minimum diameter of 4 inches with the portion of the line inside the excavation meeting the requirements above, but only that portion of the pump line in contact with the concrete will be required to be rigid. All pump equipment shall be clean and in good operating condition.

2. Concrete Placed Underwater. If it becomes apparent that pumping and other dewatering methods are not adequate to dry the holes, the Engineer may authorize underwater placement of concrete. In this case, the water in the hole shall be permitted to seek its natural hydrostatic head to prevent any possibility of pressure washing of the concrete being placed.

The tremie and pump line requirements shall be the same as specified above for concrete placed in the dry except tremie and pump lines shall be watertight and constructed so that the discharge end can be sealed closed at the start of work to prevent water from entering the tremie or pump line before the tremie or pump line is filled with concrete. If a plug is used to separate the concrete from the fluid in the hole, the plug shall be removed from the excavation after placement has begun. Concrete placement shall be done in one continuous operation. The discharge orifice shall be at the bottom of the shaft at the beginning of the concrete placement and shall remain at least 5 feet below the top surface of the fluid concrete. The Contractor shall provide equipment and personnel to sound the top of the concrete in the presence of the Engineer in order to verify the location of the concrete surface and the discharge orifice at all times. After concrete placement has started the concrete level in the tremie shall be maintained above the water level in the bore hole to prevent water intrusion into the shaft concrete. When lifting the pump line during concreting, the Contractor shall temporarily reduce line pressure until the orifice has been repositioned at a higher elevation in the excavation. If at any time during the concrete pour the orifice is removed from the fluid concrete and discharges concrete above the rising concrete surface, the entire drilled shaft will be considered defective. In such case, the Contractor shall remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or overreaming as directed by the Engineer, and repour the shaft.

3. Concrete Placed Under Slurry. All drilled shaft concrete placed using the slurry displacement method shall be placed through a suitable rigid tremie or by pumping through a suitable rigid tube as specified above for concrete placed underwater. The placement procedures shall also be as specified above for concrete placed underwater. The slurry shall be tested and brought into conformance with specification requirements prior to commencing concrete placement. In the presence of the Engineer, the

DRILLED SHAFT FOUNDATIONS FOR STEEL SIGN STRUCTURES

Contractor shall provide equipment and personnel to sound the top of the concrete in order to verify the location of the concrete surface and the discharge orifice at all times.

(h) Drilled Shaft Log. A record of each shaft construction shall be furnished by the Contractor to the Engineer prior to acceptance of the shaft. This Drilled Shaft Log shall include: information about the drilling procedures and equipment; a log of the excavated material; the as constructed elevations and lengths of all vertical elements of the shaft including reinforcing and casings; depth of final excavation, founding material and bottom condition; concrete volume and a concreting curve showing depth versus volume over the length of the shaft, volume used in overflow and purging; and the date and time of pertinent operations used in constructing the drilled shaft from beginning of excavation to completion of concrete placement. If a shaft construction joint below the top of the shaft is specified in the plans, the Drilled Shaft Log shall include the depth of concrete poured above the shaft construction joint, the depth of concrete removed prior to concrete set, and the method(s) used to control and minimize the depth of scum, laitance, loose gravel, and sediment above the shaft construction joint. During concrete operations, except for those above a shaft construction joint, the Contractor shall dedicate an inspector to the function of monitoring concreting operations and recording these portions of the Drilled Shaft Log. Failure to meet this requirement will be grounds for additional integrity investigation of the shaft at the Contractor's expense.

Basis of Payment. All costs incurred in complying with this Special Provision, including all costs for making and inspecting shaft excavations; for drilling test borings and furnishing logs; for furnishing, placing, and removing temporary casing; for furnishing, mixing, placing, testing and disposal of slurry, if required; for furnishing and placing all concrete and reinforcing steel; for the removal of scum, laitance, loose gravel, and sediment down to sound concrete when preparing a shaft construction joint; for performing mix designs; for preparing trial batches; for keeping the Drilled Shaft Log; for providing and placing necessary materials for nondestructive testing as required by those special provisions; for quality control and acceptance sampling and testing; for all backfilling; and for furnishing all tools, labor, equipment and incidentals necessary to complete the work, will not be measured or paid for separately, but shall be considered subsidiary to the items of "Steel Overhead Sign Structure ()", "Steel Cantilever Sign Structure ()", and "Steel Tee Mount Sign Structure ()".

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

Description. This work shall consist of the Nondestructive Testing (NDT) of drilled shaft foundations, as described herein. All work shall be in accordance with this Special Provision, the details shown in the plans, Standard Specifications, and as directed by the Engineer.

Work to be Performed. (a) General Requirements. The NDT methods known as Crosshole Sonic Logging (CSL) and Thermal Integrity Profiling (TIP) shall be used where specified in the plans. The Contractor shall employ one experienced independent testing organization approved by the Engineer to perform all NDT. Information shall be supplied showing the independent testing organization has the experience in the kind of work described in this Special Provision and also showing they have the equipment capable of performing the work.

(b) CSL (1) Testing. Testing shall be in accordance with ASTM D6760 and this Special Provision, and shall not be conducted until at least 72 hours after placement of concrete is concluded in the shaft, unless a shaft construction joint below the top of the shaft is specified in the plans. If a shaft construction joint is specified, testing shall be conducted at least 72 hours after placement of the initial concrete is concluded in the shaft and prior to any subsequent concrete placement. Testing of drilled shaft concrete above a shaft construction joint will not be required. Testing of the first shaft placed shall be completed within 14 calendar days after placement of concrete in the first shaft.

The Engineer shall approve the scheduling of subsequent testing. Testing on the remaining shafts shall be completed within 14 calendar days of the last shaft placed, but no later than 45 calendar days after placement of concrete in a particular shaft.

(2) Preparation for Testing. To accommodate the CSL test requirements, the Contractor shall install a number of pipes in each shaft. The number of pipes installed will depend on the diameter of the shaft as specified below:

Shaft Diameter	Minimum Number of Pipes	Pipe Spacing
30"	4	90 Degrees
36"	4	90 Degrees

The pipes shall be ASTM A53 Standard Weight, or an approved equivalent, steel pipe with a minimum inside diameter (ID) of 1.5 or 2 inches, and shall be in compliance with "Buy

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

America” requirements and Subsection 106.01. The pipes shall have a round, regular internal diameter free of defects or obstructions including defects at pipe joints; in order to permit the free, unobstructed passage of 1.375 inch diameter source and receiver probes. The pipes shall be watertight and free from corrosion with clean internal and external faces to ensure passage of the probes inside and a good bond with the concrete outside.

Each pipe shall be fitted with a watertight shoe on the bottom and a removable cap or plug on the top. The pipes shall be securely attached to the interior of the reinforcing steel cage. The pipes shall be installed in each shaft in a regular, symmetric pattern such that each pipe is equally spaced from the others around the perimeter of the cage. Prior to construction, the Contractor shall submit their selection of pipes and proposed method of pipe installation to the approved testing organization. The pipes shall be secured to the reinforcing cage at three foot vertical intervals, such that the pipes remain in position during placement of the cage and placement of the concrete.

The pipes shall be as near to parallel as possible. **They shall extend from within 0.25 feet above the shaft’s excavated bottom to at least 3 feet above the top of shaft. If the length of the excavated shaft varies from the plans, the pipes shall be adjusted to meet the above requirements.** No pipe may be allowed to rest on the bottom of a drilled excavation. Any joints required to achieve full length pipes shall be made watertight. Care shall be taken during placement of the reinforcing steel cage so as not to damage the pipes.

After placement of the cage, and before placement of concrete, the pipes shall be filled with potable water and the pipe tops shall be capped or sealed to keep debris or other foreign matter out of the pipes. In a case where conditions make rapid concrete placement imperative, the Engineer may permit the filling of the pipes to be delayed until immediately after the concrete is placed while exercising care to avoid spilling of water onto freshly cast concrete. Care shall be exercised in the removal of caps or plugs so as not to apply excess torque, hammering, or other stresses that could break the bond between the pipes and the concrete.

Upon completion of all CSL testing on a shaft, and after the acceptance of that shaft by the Engineer, the pipes shall be filled by the Contractor with a QPL approved grout such that no air pockets or impurities remain in the pipes. All water shall be removed from the access pipes. The portion of pipe extending above the top of the shaft shall be removed.

(3) CSL Test Equipment. The CSL testing equipment shall consist of all necessary supplies, support equipment, and power to perform the testing and to record, analyze, and report the results in accordance with this Special Provision.

(4) CSL Testing Procedures. Before placement of concrete, the Contractor shall investigate at least one pipe per shaft to ensure there are no bends, crimps, obstructions or other impediments to the free passage of the testing probes. A record of all pipe lengths, including a measurement of the projection of the pipes above the top of the shaft shall be made. Prior to the CSL tests, the Contractor shall provide this information, shaft bottom elevations, top elevations, and construction dates to the approved testing organization and Engineer.

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

The tests shall be conducted by the approved testing organization between all pairs of pipes. The CSL test shall be carried out with the source and receiver probes in the same horizontal plane. Any slack shall be removed from the cables prior to pulling to provide for accurate depth measurements in the CSL records. CSL measurements shall be made at increments of 3 inches or less from the bottom to the top of each shaft. The probes shall be pulled simultaneously over the depth measuring wheel, starting from the bottoms of the pipes.

Any anomalies/defects indicated by longer pulse arrival times and significantly lower amplitude/energy signals shall be reported to the Engineer. Further tests may be required to evaluate the extent of such anomalies/defects. Additional NDT methods which could be used to evaluate possible defects include: Angled Crosshole Sonic Logging, Crosshole Tomography, Single Hole Sonic Logging, Gamma-Gamma Nuclear Density Logging, and Sonic Echo and Impulse Response tests. Any additional nondestructive testing shall be provided at no cost to the Department and with no extension of the contract time.

(5) CSL Testing Results. The CSL test results shall be compiled into an overall shaft integrity testing report for each shaft. The report shall summarize and analyze (a) initial pulse arrival time versus depth and (b) pulse energy/amplitude versus depth. In addition, the report shall include a (c) plot of pulse velocity versus depth and a (d) waterfall diagram of nested arrival times for each pair of pipes that are tested. A CSL log will be presented for each pair of pipes tested, with any defect zones indicated on the logs and discussed in the report. All filtering or smoothing of the processed results shall be disclosed in the report. The logs shall cover the full length of shaft corresponding to the measurements provided by the Contractor for the constructed length minus 0.75 feet to allow for CSL tube to shaft bottom offset and CSL equipment limitations. More than 0.75 feet of missing data at any tube pair will be grounds for additional integrity investigation at the Contractor's expense.

(c) TIP (1) Testing. Testing, if specified in the plans, shall be in accordance with ASTM D7949 (Method B) and the provisions herein. Temperature measurements at each drilled shaft shall begin as soon as concrete placement has ceased, or sooner if directed so by the testing agency, and shall be recorded at 15 minute intervals for a minimum of 36 hours or until peak temperature is captured in the data, whichever is longer. Additional monitoring time may be required if the drilled shaft concrete contains admixtures such as set-retarders and water-reducing agents. Due to the limited time window for proper TIP testing, the Contractor shall coordinate with the testing agency all necessary project scheduling in an effort to minimize project delays and ensure proper monitoring of the concrete heat of hydration. Testing of drilled shaft concrete above a shaft construction joint will not be required.

(2) Preparation for Testing. The testing agency shall work closely with the Contractor to ensure all thermal wiring is properly installed and functional prior to cage installation and again prior to concreting. The Contractor responsible for installing the thermal wiring shall be required to obtain training from the Manufacturer on proper installation practices prior to actual installation. The number of thermal wires necessary for proper TIP testing shall be at the recommendation of the testing agency and meet or exceed standard industry practice based on the concrete volumes used, but in no case shall be less than one thermal wire per foot of shaft diameter, rounding to the next whole number as necessary (e.g., five wires are required for a 4'-6" diameter shaft). Thermal wiring shall be installed uniformly around the perimeter of the

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

reinforcing cage and shall be adequately secured to the reinforcing steel cage. Securing thermal wiring to CSL pipes will not be allowed. Thermal wiring shall extend to a depth capable of providing temperature measurements to within 0.5 feet of the shaft's excavated bottom. If the bottom of drilled shaft is excavated below plan elevation requiring the cage to be extended, proper measures shall be followed to adjust thermal wiring placement in a manner approved by the testing agency to ensure adequate TIP testing coverage. The Contractor shall provide an accurate record of thermal wiring serial numbers (or other identification codes) and their corresponding locations in each shaft for proper monitoring.

All thermal access ports (TAPs) shall be adequately protected from damage during rebar placement and concreting operations. Adequate thermal wiring shall be extended from the top of shaft to allow connecting of TAPs and all thermal monitoring equipment.

The Contractor shall work closely with the testing agency to provide all relevant information required for proper TIP testing, such as shaft drilling and inspection records, detailed concrete placement logs, and concrete mix design.

(3) TIP Test Equipment. The TIP testing equipment shall consist of all necessary supplies, support equipment, and power to perform the testing and to record, analyze, and report the results in accordance with this Special Provision.

(4) TIP Testing Results. The TIP test results shall be compiled into an overall shaft integrity testing report for each shaft. The report shall address, but not be limited to: overall shaft geometry, concrete cover, concrete quality, and location of the reinforcing cage. Any anomalies shall be addressed in the report along with the testing agency's expert opinion of what the likely cause of the anomaly is. The temperature data shall cover the full length of shaft corresponding to the measurements provided by the Contractor for the constructed length minus 0.5 feet to allow for thermal wire to shaft bottom offset. More than 0.5 feet of missing data will be grounds for additional integrity investigation at the Contractor's expense.

(d) Evaluation of NDT Results. The CSL and TIP test results shall be compiled into an overall integrity testing report for each shaft and approved/sealed by an Arkansas Licensed Professional Engineer. The approved testing organization shall supply one digital copy, in an approved format, of the NDT report to the Engineer and a copy of each report shall be provided to the Contractor. Raw data files for all NDT performed shall be kept available for review and provided at the Department's request.

The integrity report for the first shaft shall be provided to the Engineer within 72 hours of completion of all NDT on that shaft. The Contractor will not be allowed to begin any construction operations on the remaining shafts or make additional permanent construction on the first shaft until the Engineer has approved the first shaft. The Engineer will evaluate the NDT results and will determine whether or not the drilled shaft construction is acceptable. If the Engineer approves the first drilled shaft based upon the results of the NDT, then the shaft and the shaft site will be turned back to the Contractor and further construction may proceed.

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

The integrity reports of the subsequent shafts shall be provided to the Engineer within 72 hours of completion of all NDT on each shaft. The Contractor will not be allowed to make additional permanent construction on each shaft until the Engineer has approved that shaft.

Provided the reports received meet the requirements of this Specification, the Engineer will provide a response within 10 business days of each report received. Incomplete submission of required data necessary for review, including detailed drilled shaft logs, will delay this review and no contract time extensions will be allowed due to delays caused by incomplete submittals.

The acceptance of each drilled shaft shall be the decision of the Engineer, based on the results of the shaft integrity testing reports and other information of the shaft placement. If it is determined by the Engineer that any confirmed defect indicated by NDT may affect the structural integrity of the shaft, the Engineer may require the Contractor to verify shaft conditions by core drilling in accordance with Subsection (e), "Evaluation by Core Drilling."

(e) Evaluation by Core Drilling. A drilled shaft that is found to be unacceptable by the NDT may be cored by the Contractor using double tube core barrels. Core samples shall be obtained, handled, and tested in accordance with AASHTO T 24-15. At the Contractor's option a PQ size core barrel may be used. Core samples will be delivered to the Department's Materials Division where they will be visually inspected and selected samples will be evaluated for compressive strength. Selected samples with compressive strengths less than 0.85 f'c will be considered unacceptable. A core sample shall be taken from each defect location, at a length specified by the Engineer. The methods and equipment used to core the drilled shaft and grout the cored hole shall be approved by the Engineer prior to commencing coring operations. An accurate log of the core shall be kept and the core shall be crated/boxed and properly marked showing the shaft depth at each interval of core recovery. The crates/boxes which store the cores shall be properly labeled with the job number, bridge or sign structure number, bent number (if applicable), and the shaft number. The core, along with two copies of the coring log, shall be provided to the Engineer.

If the quality of the shaft, as represented by the core samples, is determined to be acceptable by the Engineer, then the shaft and the shaft site will be turned back to the Contractor and further construction may proceed. If the quality of the shaft is determined to be unacceptable by the Engineer, then the Contractor shall proceed in accordance with Subsection (f), "Defective Shaft," below. The Contractor shall pay for all coring and grouting in the shaft related to a suspected defect. Upon acceptance of the shaft, core holes shall be cleaned and filled with a QPL approved grout such that no impurities or air pockets remain.

(f) Defective Shaft. If the Engineer determines that a shaft is unacceptable, the Contractor shall submit a plan for remedial action to the Engineer for approval. Any modifications to the foundation shaft and load transfer mechanisms caused by the remedial action will require calculations and working drawings stamped and signed by an Arkansas Licensed Professional Engineer for all affected foundation elements. This data shall be submitted to the Engineer for information and record keeping purposes. All labor and materials required to perform remedial shaft action shall be provided at no cost to the Department and with no extension of the contract time.

NONDESTRUCTIVE TESTING OF DRILLED SHAFTS FOR STEEL SIGN STRUCTURES

Basis of Payment. All costs incurred in complying with this Special Provision, including all costs for CSL and TIP testing; all costs for furnishing and installing all wiring, connectors, pipes, splices, maintaining water level in the pipes, dewatering the pipes, removing excess pipe above top of shaft, and filling the pipes with grout; and all costs for coring drilled shafts, will not be measured or paid for separately, but shall be considered subsidiary to the items of “Steel Overhead Sign Structure ()”, “Steel Cantilever Sign Structure ()” and “Steel Tee Mount Sign Structure ()”.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

**DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES FOR
STEEL SIGN STRUCTURES**

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

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES FOR STEEL SIGN STRUCTURES

shall be no more than two-thirds of the required tension. Final tensioning shall be attained using 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.

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES FOR STEEL SIGN STRUCTURES

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

(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 FOR STEEL SIGN STRUCTURES

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

DIRECT TENSION INDICATORS FOR HIGH STRENGTH BOLT ASSEMBLIES FOR STEEL SIGN STRUCTURES

assembly. The inspecting wrench shall be applied to the tightened sample bolt assembly and the 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 "Steel Overhead Sign Structure ()", "Steel Cantilever Sign Structure ()", "Steel Tee Mount Sign Structure ()" and "Steel Bridge Mounted Sign Structure ()".

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

COORDINATION OF WORK

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

Coordination of work will be necessary with the Contractor for Job 061938 and with any other contractors that may have active jobs adjacent to this project during the construction period.

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

PRIME CONTRACTOR PERFORMANCE EVALUATION

All projects with a contract bid amount of \$10 million or greater will be evaluated in accordance with the Prime Contractor Performance Report Manual (PCPRM) adopted by the Department on September 30, 2025.

The manual can be found here:

<https://ardot.gov/wp-content/uploads/Prime-Contractor-Performance-Report-Manual-Final-09-30-2025.pdf>

The Engineer will evaluate the contractor using the metrics and at intervals identified in the PCPRM. The evaluation ratings will be used to provide constructive feedback and as a tool to identify areas for improvement. The contractor shall be given opportunity to review and comment on the evaluation as well as the opportunity to appeal the Engineer's rating.

No direct payment will be made for inclusion of the PCPRM in the contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 012535

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. 012535

SEQUENCE OF CONSTRUCTION

DESCRIPTION: This item shall consist of scheduling of the various construction items to maintain traffic and provide an orderly progression of work.

The general sequence of construction for the various stages of work on this project are shown on the maintenance of traffic plans.

The sequence as shown on the maintenance of traffic plans is a general outline for the construction of this project, and in no way is it intended to cover every item in the project. Items not critical to the construction sequence may be constructed in any stage as approved by the Resident Engineer.

The Contractor may submit for consideration an alternate proposal for sequence of construction. If an alternate sequence of construction is proposed, the Contractor will be required to submit for review and approval a traffic control plan of comparable detail to the traffic control plans included in the job, showing all traffic control items necessary to accomplish the work. If the Contractor's sequence of construction is approved, it shall become the accepted sequence for this project. Any alteration or deviation from the accepted sequence for this project shall have the **written** approval of the Engineer. If the Contractor's sequence of construction necessitates additional traffic control devices or other materials beyond the contract amount, such devices and materials shall be provided, maintained and replaced, if necessary, at no cost to the Department.

There will be no direct payment for fulfilling the requirements of this Special Provision, but compensation will be considered to be included in the price bid for the various contract items.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 012535
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
SPECIAL PROVISION
JOB NO. 012535
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. 012535
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 NO. 012535

UTILITY ADJUSTMENTS

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following 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****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

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
PORTLAND CEMENT CONCRETE PAVEMENT

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

The first and second paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement ($\text{Na}_2\text{O} + 0.658 \text{ K}_2\text{O}$) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate**, is hereby deleted.

Subsection 501.02(f), Cement Replacements, (1) Fly Ash, is hereby deleted and the following substituted therefor:

(1) Fly Ash. Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General**, are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PORTLAND CEMENT CONCRETE PAVEMENT

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General**, is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement**, is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

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
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****GENERAL REQUIREMENTS FOR SIGNS**

Section 723 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 723.02(b) is hereby deleted and the following is substituted therefor:

(b) Sign Panels. Standard signs shall consist of a single sheet of aluminum alloy (ASTM B 209, Alloy 5052 H38) without stiffeners on the back. Minimum sign blank thickness shall be 0.080" (2.0 mm) for a sign size of 9 square feet (0.84 sq m) or less or 0.100" (2.5 mm) for a sign size greater than 9 square feet (0.84 sq m). Sign blanks shall be flat and straight and within commercial tolerances established by the aluminum industry.

Guide signs shall be fabricated using one piece extruded panels fabricated of aluminum alloy (ASTM B221, Alloy 6063 T6).

Extruded panel signs shall consist of sign panels; stringers or horizontal supporting members; necessary fasteners for assembling the units; reflective materials; letters; numerals; symbols; and border. All extrusions and fasteners shall be applied without causing objectionable projections on the sign face.

The one piece extruded aluminum panels shall be a minimum of 12" (300 mm) in width except one 6" (150 mm) panel may be used per sign face when necessary to construct the sign as shown on the plans.

All extruded panels shall be bolted together at every other hole (every 24" [610 mm]) with the faces and ends in alignment.

Single sheet and extruded panels to which reflective sheeting is to be applied shall be conversion coated as specified in ASTM B449 or ASTM B921 per the sheeting manufacturer's recommendations.

All fabrication, including cutting and punching of holes, excluding holes for demountable letters, numerals, symbols, and borders, shall be completed before conversion coating.

Sign panels shall be free of buckles, warp, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

The Contractor shall submit a Certified Test Report to the Engineer covering the sign panels.

The first paragraph of **Subsection 723.02(c)** is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

(c) Retroreflective Sheeting. The retroreflective sheeting for signs shall comply with ASTM D4956 for Type III, IV, VIII, or IX retroreflective sheeting, except that Type IX retroreflective sheeting shall be used on all W1-6, W1-8, and OM-3 signs. ASTM D4956 Type XI sheeting shall be used on all R5-1 and R5-1a signs. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

Subsection 723.02(d) is hereby deleted and the following is substituted therefor:

(d) Legend. All legend, which includes letters, numerals, symbols, arrows, and border, shall have a regular outline, be clean cut and sharp, and shall have a continuous stroke and border without ragged or torn edges.

All legend on guide signs shall be of the size shown on the plans. Legend on standard signs shall comply with the latest revision of FHWA Standard Highway Signs.

The legend on freeway main lane guide signs shall be demountable. Unless otherwise specified, the legend on all other guide signs shall be manufactured using either direct application or acrylic overlay film. All other signs shall be manufactured using standard industry processes, including silk screening, acrylic overlay film, and digital printing. Digitally printed signs shall be overlaid with a clear UV film per the sheeting manufacturer's recommendation.

All demountable legend shall be of the same manufacturer. The sign area outside the corner radius shall not be trimmed to match the border radius.

Frames for border strips, corners, shields, and legend shall be fabricated from 0.063" (1.6 mm) sheet aluminum complying with the requirements of ASTM B209, Alloy 5052-H38. Mounting holes shall be provided with the frames to permit the use of screws, bolts, rivets, or other fasteners of stainless steel, galvanized steel, or aluminum to fasten the frames to the sign face, subject to the condition that dissimilar metals shall be insulated to prevent corrosion.

The aluminum frames shall comply with Subsection 723.02(b).

All border material shall be secured from the same company that furnishes the cutout letters, numerals, etc. and shall be mounted in the same manner as the cutout letters.

Transparent colors, inks, paints, and films used in the sign manufacturing process shall be of the type and quality recommended by the manufacturer of the reflective sheeting and shall conform to red, blue, yellow, and green colors approved by the FHWA and shown in the MUTCD and FHWA Standard Highway Signs. The Contractor shall provide a sheeting manufacturer's full component system warranty, and shall provide certification that the materials used shall meet all MUTCD minimum requirements for retroreflectivity and contrast for the warranty period of the sheeting.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****CHANNEL POST SIGN SUPPORT**

Section 729 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following paragraph is added after the last paragraph of **Subsection 729.02 Materials**:

All posts used on the project, 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 posts prior to using the devices on the project. The certification shall state the post meets the requirements of MASH, or in the case that the post was manufactured on or before December 31, 2019, the certification shall state the post 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 FOR STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement ($\text{Na}_2\text{O} + 0.658 \text{ K}_2\text{O}$) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate**, is hereby deleted.

Subsection 802.02(e), Admixtures, is hereby deleted and the following substituted therefor:

(e) Admixtures. Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

Subsection 802.05(b), Mix Design by the Contractor, is hereby deleted and the following substituted therefor:

(b) Mix Design by the Contractor. The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONCRETE FOR STRUCTURES

The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1**, Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash**, is hereby deleted and the following substituted therefor:

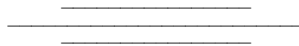
Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

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 REPLACE OVERHEAD/GROUND MOUNTED SIGNS AND FOUR OVERHEAD STRUCTURES IN VARIOUS INTERSTATES IN VARIOUS COUNTIES. THIS PROJECT CONSISTS OF REMOVAL AND DISPOSAL ITEMS, EARTHWORK, MAINTENANCE OF TRAFFIC, EROSION CONTROL, SIGN ITEMS, AND MISC. ITEMS.

State Highway VARIOUS, Section VARIOUS, in **VARIOUS** 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 **012535** **FEDERAL AID PROJECT NHPP-0076(380)**

Job Name: **POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (S)**

said project being approximately **NO PROJECT LENGTH**.

Proposal received until 10:00 a.m. on August 12, 2026

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 one hundred ninety (190) calendar days**.

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.: 012535

Date Estimated: 6/11/2026

Job Name: POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (S)

Date Revised: 7/17/2026

Federal Aid Project: NHPP-0076(380)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	202 - REMOVAL AND DISPOSAL OF BARRIER WALL	161.000 LF		
0002	202 - REMOVAL AND DISPOSAL OF OVERHEAD SIGN STRUCTURE	5.000 EACH		
0003	SPSS210 - UNCLASSIFIED EXCAVATION	100.000 CUYD		
0004	SP&210 - COMPACTED EMBANKMENT	100.000 CUYD		
0005	SPSS603 - MAINTENANCE OF TRAFFIC	1.000 L.S.		
0006	SS&604 - SIGNS	2,941.000 SQFT		
0007	SS&604 - TRAFFIC DRUMS	120.000 EACH		
0008	SS&604 - FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	746.000 LF		
0009	SS&604 - RELOCATING PRECAST CONCRETE BARRIER (MAX. BID 25% OF ITEM NUMBER 0008)	1,392.000 LF		
0010	604 - REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	11,189.000 LF		
0011	604 - REMOVAL OF PERMANENT PAVEMENT MARKINGS	11,189.000 LF		
0012	SS&604 - ADVANCE WARNING ARROW PANEL	14.000 DAY		
0013	SPSS604 - PORTABLE CHANGEABLE MESSAGE SIGN	6.000 WEEK		
0014	SP - MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)	1.000 EACH		
0015	620 - LIME	1.000 TON		
0016	620 - SEEDING	0.500 ACRE		
0017	SS&620 - MULCH COVER	0.500 ACRE		
0018	620 - WATER	51.000 MGAL		
0019	621 - SILT FENCE	600.000 LF		
0020	621 - SEDIMENT REMOVAL AND DISPOSAL	22.000 CUYD		
0021	623 - SECOND SEEDING APPLICATION	0.500 ACRE		
0022	SS&631 - CONCRETE BARRIER WALL (MEDIAN TYPE SP-1)	143.000 LF		
0023	635 - ROADWAY CONSTRUCTION CONTROL	1.000 L.S.		
0024	SP - ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/2 A.W.G., E.G.C.)	600.000 LF		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 012535

Job Name: POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (S)

Federal Aid Project: NHPP-0076(380)

Date Estimated: 6/11/2026

Date Revised: 7/17/2026

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0025	SP - ELECTRICAL CONDUCTORS FOR LUMINAIRES	50.000 LF		
0026	710 - NON-METALLIC CONDUIT (2")	180.000 LF		
0027	SP - REMOVE AND REINSTALL ROADWAY LIGHTING	1.000 EACH		
0028	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (6")	3,935.000 LF		
0029	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING WHITE (12")	771.000 LF		
0030	SP - ENHANCED THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	2,520.000 LF		
0031	721 - RAISED PAVEMENT MARKERS (TYPE II)	146.000 EACH		
0032	SP - STEEL OVERHEAD SIGN STRUCTURE (OC-030-60-93)	1.000 EACH		
0033	SP - STEEL OVERHEAD SIGN STRUCTURE (OC-430-60-60)	1.000 EACH		
0034	SP - STEEL OVERHEAD SIGN STRUCTURE (OC-630-60-63)	1.000 EACH		
0035	SP - STEEL OVERHEAD SIGN STRUCTURE (OH-030-60-94)	1.000 EACH		
0036	SP - STEEL OVERHEAD SIGN STRUCTURE (OH-030-60-95)	1.000 EACH		
0038	SP - MODIFICATION OF EXISTING OVERHEAD SIGN STRUCTURE	3.000 EACH		
0039	SS&725 - GUIDE SIGN-ROADSIDE MOUNTED (DEMOUNTABLE LEGEND)	6,362.000 SQFT		
0040	SS&725 - GUIDE SIGN-OVERHEAD MOUNTED (DEMOUNTABLE LEGEND)	1,692.000 SQFT		
0041	SS&726 - STANDARD SIGN	2,193.000 SQFT		
0042	SS&727 - EXIT NUMBER PANEL (TYPE A)	630.000 SQFT		
0043	SS&727 - EXIT NUMBER PANEL (TYPE B)	73.000 SQFT		
0044	SPSS729 - CHANNEL POST SIGN SUPPORT (TYPE U-1)	4.000 EACH		
0045	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G-1)	30.000 EACH		
0046	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G-2)	9.000 EACH		
0047	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G2-1)	70.000 EACH		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 012535

Date Estimated: 6/11/2026

Job Name: POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (S)

Date Revised: 7/17/2026

Federal Aid Project: NHPP-0076(380)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0048	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G2-2)	7.000 EACH		
0049	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G2-4)	10.000 EACH		
0050	SP - OMNI-DIRECTIONAL BREAKAWAY SIGN SUPPORTS (TYPE G2-5)	4.000 EACH		
0051	731 - TEMPORARY IMPACT ATTENUATION BARRIER	2.000 EACH		
0052	731 - TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)	6.000 EACH		
0053	731 - TEMPORARY IMPACT ATTENUATION BARRIER (RELOCATION)	4.000 EACH		
Section 01 Total:				
Subtotal:				
0054	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.		
Bid Total:				

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

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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 SEAL)

(Notary Public)



SUPPLEMENT TO THE PROPOSAL CERTIFICATION FOR BOYCOTT AND ILLEGAL IMMIGRANT RESTRICTIONS

Pursuant to Arkansas law, a vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts exceeding \$25,000.
No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, \$75,000.
A public entity shall not enter into a contract 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 an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

The bidder hereby agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- ☐ Do not boycott Israel.
- ☐ Do not employ illegal immigrants.
- ☐ Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- ☐ Do not employ a Scrutinized Company as a subcontractor.

Job No.	
F.A.P. No.	
Name of Bidder	

Bidder Signature

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas Department of Transportation, Program Management Division.)

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

During the period of performance of the contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER
AS PART OF THIS PROPOSAL

The bidder ____, proposed subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations)

Job No. _____ (Company) _____

F.A.P. No. _____ By: _____

Date _____ (Title) _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO PROPOSAL

USE OF FOREIGN MADE UNMANNED AIRCRAFT SYSTEMS

In accordance with Office of Management and Budgets Memo M-26-02 and the American Security Drone Act, all contractors, subcontractors, or consultants utilizing a unmanned aircraft system (UAS) aircraft, flight controller, camera, or ground control station supplied by a manufacturer that is based in, or subject to the control of, a foreign adversary country, specifically the People's Republic of China, are directed to cease using the systems for activities associated with the contract pay items of Roadway Construction Control or Bridge Construction Control on federal aid projects.

Security risks have been found to exist on data collected by foreign manufactured drones and the federal government has issued restrictions on their use on federally funded projects. The use of foreign made drones may continue for applications not directly paid for by the Department, such as project update overflights, promotional or recruiting purposes, etc., but the Department strongly encourages that the overall use of foreign manufactured UAS be suspended in all contractor operations.

USE OF FOREIGN MADE UNMANNED AIRCRAFT SYSTEMS

As an authorized representative of this company, I hereby certify that any unmanned aircraft systems to be used or actually used on this federal aid project comply with the above referenced restrictions.

Job No.	_____	_____
		(Company)
F.A.P. No.	_____	By: _____
Date	_____	_____
		(Title)

ARKANSAS DEPARTMENT OF TRANSPORTATION

BIDDERS LIST

JOB NUMBER 012535 LETTING DATE August 12, 2026

JOB NAME POPE CO. LINE – LITTLE ROCK INTERSTATE SIGN UPGRADES (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. 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	Age of Firm	Annual Gross Receipts	Type of Work (Enter Code)	NAICS code (Enter Code)
		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Greater than \$10 million		
		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Greater than \$10 million		
		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Greater than \$10 million		
		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Greater than \$10 million		
		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Greater than \$10 million		