

ARKANSAS STATE HIGHWAY COMMISSION

PROPOSAL DOCUMENTS

FOR THE CONSTRUCTION OF

STATE JOB NO. 030531

FEDERAL AID PROJECT PRTT-0041(46)

RED RIVER – OGDEN (S)

STATE HIGHWAY 71 SECTION 4

IN LITTLE RIVER COUNTY

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

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



CAUTION TO BIDDERS

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

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

1-17-08
Revised: 6-1-09
Revised: 2-15-12
Revised: 1-15-15
Revised: 5-26-16
Revised: 11-17-17
Revised: 7-5-23
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 030531

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

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - WAGE RATE DETERMINATION
FHWA-1273	SUPPLEMENT - TRAINING PROGRAM - JOB 030531
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	FLEXIBLE BEGINNING OF WORK - CALENDAR DAY CONTRACT
JOB SP	LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS
JOB SP	NESTING SITES OF MIGRATORY BIRDS
JOB SP	SOIL STABILIZATION
JOB SP	TRENCHING AND SHOULDER PREPARATION FOR TEMPORARY WIDENING
JOB SP	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
JOB SP	LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	PRICE ADJUSTMENT FOR ASPHALT BINDER
JOB SP	PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)
JOB SP	PRICE ADJUSTMENT FOR FUEL
JOB SP	WARM MIX ASPHALT
JOB SP	COLD MILLING - COUNTY PROPERTY
JOB SP	RECYCLED ASPHALT SHINGLES
JOB SP	TUBULAR MARKERS
JOB SP	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
JOB SP	PORTABLE CONSTRUCTION LIGHTING
JOB SP	CONSTRUCTION PROJECT INFORMATION SIGN

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JOB SP	MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)
JOB SP	PLASTIC PIPE
JOB SP	WORK ZONE LAW ENFORCEMENT
JOB SP	LOCAL WORK ZONE LAW ENFORCEMENT
JOB SP	SHORING FOR CULVERTS
JOB SP	WATER POLLUTION CONTROL
JOB SP	PRIME CONTRACTOR PERFORMANCE EVALUATION
JOB SP	SEQUENCE OF CONSTRUCTION - ALTERNATE CONCEPTUAL PROPOSAL (ACP)
JOB SP	SITE USE (A+C METHOD) - CALENDAR DAY CONTRACT
JOB SP	PARTNERING REQUIREMENTS
JOB SP	CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS
JOB SP	STORM WATER POLLUTION PREVENTION PLAN
JOB SP	VALUE ENGINEERING
JOB SP	UTILITY ADJUSTMENTS
SP 108-1	LIQUIDATED DAMAGES
SS 100-3	CONTRACTOR'S LICENSE
SS 100-4	DEPARTMENT NAME CHANGE
SS 102-2	ISSUANCE OF PROPOSALS
SS 102-3	PREQUALIFICATION OF BIDDERS
SS 103-2	CONTACT INFORMATION FOR MOTORIST DAMAGE CLAIMS
SS 105-4	MAINTENANCE DURING CONSTRUCTION
SS 107-2	RESTRAINING CONDITIONS
SS 108-2	WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER
SS 110-1	PROTECTION OF WATER QUALITY AND WETLANDS
SS 210-1	UNCLASSIFIED EXCAVATION
SS 303-1	AGGREGATE BASE COURSE
SS 306-1	QUALITY CONTROL AND ACCEPTANCE
SS 400-1	TACK COATS
SS 400-4	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
SS 400-5	PERCENT AIR VOIDS FOR ACHM MIX DESIGNS
SS 400-6	LIQUID ANTI-STRIP ADDITIVE
SS 400-7	TRACKLESS TACK
SS 404-3	DESIGN OF ASPHALT MIXTURES
SS 409-2	ASPHALT LABORATORY FACILITY
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 410-2	DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
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SS 410-4	EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL
SS 416-1	RECYCLED ASPHALT PAVEMENT
SS 600-2	INCIDENTAL CONSTRUCTION
SS 603-1	LANE CLOSURE NOTIFICATION
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 604-3	TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)
SS 605-1	CONCRETE DITCH PAVING
SS 606-1	PIPE CULVERTS FOR SIDE DRAINS
SS 617-1	GUARDRAIL TERMINAL (TYPE 2)
SS 617-2	GUARDRAIL DELINEATORS
SS 619-1	FENCES
SS 620-1	MULCH COVER
SS 621-1	FILTER SOCKS
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 contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a 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.

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
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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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- | |
|---|
| 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. |

*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
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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

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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: AR20260174 05/18/2026

State: Arkansas

Construction Types: Highway

Counties: Arkansas Counties of
Little River and Miller

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

SUAR2014-046 07/21/2014

	Rates	Fringes
TRUCK DRIVER: SEMI/TRAILER TRUCK.....	\$ 12.50	0.00
TRUCK DRIVER: WATER TRUCK.....	\$ 13.17	0.00
TRUCK DRIVER: LOWBOY TRUCK.....	\$ 15.83	0.00
TRUCK DRIVER: FLATBED TRUCK.....	\$ 21.03	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 11.96	0.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 10.50	0.00
TRAFFIC CONTROL: FLAGGER.....	\$ 10.00	0.00
OPERATOR: TRACTOR.....	\$ 11.67	0.00
OPERATOR: SCREED.....	\$ 15.01	0.00
OPERATOR: SCRAPER.....	\$ 19.31	0.00
OPERATOR: ROLLER.....	\$ 13.50	0.00
OPERATOR: POST DRIVER (GUARDRAIL/FENCES).....	\$ 16.96	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 17.00	0.00
OPERATOR: OILER.....	\$ 19.29	0.00
OPERATOR: MILLING MACHINE.....	\$ 17.28	0.00
OPERATOR: MECHANIC.....	\$ 20.63	0.00
OPERATOR: LOADER.....	\$ 16.97	0.00
OPERATOR: HYDROSEEDER.....	\$ 10.79	0.00
OPERATOR: GRADER/BLADE.....	\$ 17.25	0.00
OPERATOR: DRILL.....	\$ 14.85	0.00
OPERATOR: CRANE.....	\$ 22.84	0.00
OPERATOR: BULLDOZER.....	\$ 15.50	0.00
OPERATOR: BROOM/SWEEPER.....	\$ 12.00	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 16.06	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 15.63	0.00
OPERATOR: ASPHALT SPREADER.....	\$ 15.39	0.00
LABORER: PIPELAYER.....	\$ 14.33	0.00
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 11.15	0.00
LABORER: COMMON OR GENERAL.....	\$ 11.16	0.00
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 14.68	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.46	0.00
IRONWORKER, REINFORCING.....	\$ 14.22	0.00
INSTALLER - GUARDRAIL.....	\$ 9.42	0.00
HIGHWAY/PARKING LOT STRIPING: PAINTER.....	\$ 21.75	0.00

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

FHWA-1273 Supplemental
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HIGHWAY/PARKING LOT STRIPING: OPERATOR (STRIPING MACHINE).....	\$ 13.25	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 16.28	0.00
CARPENTER, INCLUDES FORM WORK.....	\$ 12.46	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 **US**, **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 and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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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

SPECIAL PROVISION

JOB 030531

TRAINING PROGRAM

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

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

The number of training slots to be trained under the special provision will be 1. A training slot will consist of 520 to 1040 hours.

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

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

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

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

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

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TRAINING PROGRAM

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

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

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

Name

Address

Telephone Number

Social Security Number

Race/Ethnic Origin

Gender

Training Classification

Training Starting Date

Classification(s) previously trained and date training was completed (if applicable)

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB 030531

TRAINING PROGRAM

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

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

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

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SPECIAL PROVISION

JOB 030531

TRAINING PROGRAM

TRAINING COMMITMENT FORM

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

Training Program _____

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

Company Representative

Title

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

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JOB NO. 030531

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>

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**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).

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SPECIAL PROVISION

JOB NO. 030531

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. 030531

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

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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

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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

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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. 030531
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. 030531****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. 030531****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. 030531

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. 030531

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. 030531

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. 030531

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.

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SPECIAL PROVISION

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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. 030531

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. 030531

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. 030531

FLEXIBLE BEGINNING OF WORK – CALENDAR DAY CONTRACT

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

Subsection 108.02(b) Work Order.

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

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

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

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

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

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

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

Subsection 108.02(d) is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 030531****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 030531
NESTING SITES OF MIGRATORY BIRDS

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB 030531
NESTING SITES OF MIGRATORY BIRDS

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

SOIL STABILIZATION

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

Subsection 210.07 Construction Requirements is expanded to include the following:

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Soil Stabilization	Ton

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

TRENCHING AND SHOULDER PREPARATION FOR TEMPORARY WIDENING

Section 215 Trenching and Shoulder Preparation of the Standard Specifications, Edition of 2014, is hereby deleted and the following is substituted therefor:

215.01 DESCRIPTION. This item shall consist of trenching, scarifying, blading, compacting, and otherwise preparing the existing shoulder for asphalt pavement or portland cement concrete pavement widening within the limits shown on the plans and according to these specifications.

215.02 CONSTRUCTION REQUIREMENTS. The existing aggregate base course and bituminous surfacing shall be scarified and trenched to the width and depth shown on the plans or as directed by the Engineer. Any damage to the shoulder or pavement that is to remain shall be repaired as directed by the Engineer at no cost to the Department.

After the trench has been excavated to grade, the bottom of the trench shall be loosened to a minimum depth of 6" (150 mm) below the finished elevation, the entire area within the limits of the trench processed, the material brought within the range of optimum moisture content, compacted, and stabilized to meet the requirements of Subsection 210.10. The Contractor shall perform quality control and acceptance testing in accordance with Subsection 212.02, except that the minimum frequency of acceptance testing for density and moisture shall be one test per each ½ mile (0.8 km) of trench length, regardless of trench width. For trench sections less than ½ mile (0.8 km) in length, a minimum of one test will be taken per continuous trench unless waived by the Engineer after stability is achieved. The material will be considered stable when it will not rut and/or pump under construction operations.

Excavated or excess materials resulting from the operations of trenching and shoulder preparation shall be disposed of as approved by the Engineer. Suitable excess material from the trenching operation may be used as embankment material or placed on the slopes with the approval of the Engineer.

215.03 METHOD OF MEASUREMENT. Trenching and Shoulder Preparation will be measured by the 100-foot (100 m) survey station measured along the centerline of each set of lanes. This measurement will be made to the nearest foot (meter). Separate measurements will be made for the inside and outside shoulders if this work is required on both sides of the lane.

215.04 BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per station (metric station) for Trenching and Shoulder Preparation, which price shall be full compensation for trenching, scarifying, and spreading the material over the slopes; for disposing of the excess material; for recompacting; for performing quality control and acceptance sampling and testing; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Trenching and Shoulder Preparation

Pay Unit

Station (Metric Station)

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 030531
DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 030531
LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

The following is added after the first paragraph of **Subsection 407.04, Construction Requirements and Acceptance**:

A notched wedge joint is required along all unconfined longitudinal joints where paving lifts are 2 inches or greater in depth. Notched wedge joints shall have a slope no greater than 1:12 from the pavement mat and may only be used when the depth of the mat is greater than 1½ inches. The notched wedge is not required in areas of build up for slope adjustments. The adjacent lane may be milled to allow the placement of the notched wedge joint. Interstate projects that are mill and fill shall not mill the adjacent lane until the new asphalt has been placed. Joints shall not be placed in the wheel path. Notched wedge joints will not be required between the shoulder and travel lane.

For mill and fill locations that are not constructed using a notched wedge, a milled or cutback joint shall be formed using a milling machine or saw to create a vertical face in the first mat after it has been compacted. No more than 2" in width shall be cut or sawed into the new mat to create a clean joint free of loose aggregates or old asphalt. Tack shall cover the notched wedge and/or vertical face prior to placing the adjacent lane.

Joint densities shall be measured directly on, and centered over, the visible joint for cutback joints or centered over the wedge for joints constructed using a notched wedge paver attachment. The joint density core samples shall be 6" diameter and should be cut while the lane closure for the paving operation is still in place to provide proper traffic control for the coring operation. The core location may be cooled to permit coring. If the Contractor is unable to cut the cores while the lane closure is still in place, the coring operation must be performed using either a static or moving lane closure as detailed in the plans or MUTCD, and in accordance with any limitations contained in the Contract. The required joint density shall be 90% to 97% of the maximum theoretical density.

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

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

The asphalt screed shall be operated in vibration mode while placing the mixture. Auger gates and tunnels should be extended to within 12 to 18 inches of the end gate to ensure

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

material is not being pushed and segregated. An approved release agent may be applied to tow behind rollers used to compact notch wedge joints.

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

The top layer of a notched wedge joint shall be placed within three days of constructing the notch.

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

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

Subsection 410.09 (a), General, is expanded to include the following:

(1) Joint Density. The standard lot size for acceptance and adjustment in payment will be 40,000 linear feet, with each standard lot divided into four sublots of 10,000 linear feet each. These lengths will apply only to ACHM Final Surface Course areas in which both sides of the longitudinal joint have been formed, including the joints between the travel lanes and acceleration or deceleration lanes, but excluding the longitudinal joint between a shoulder and travel lane which will not be subject to this testing. Turn lanes are to be considered a travel lane for joint density requirements. Joint cores for ACHM Intermediate Surface Course areas will not be required.

Partial lots normally will be not less than 4,000 linear feet nor more than 44,000 linear feet.

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

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

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

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

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

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

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

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

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

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

Incentives or disincentives will be added or deducted from the payment made for each acceptance lot for Longitudinal Joint Density according to Table 410-2. Lots or partial lots containing a lot or subplot test less than 90% or greater than 97% of the maximum theoretical density will not be eligible for incentive pay.

In addition to the disincentives provided within the table, any lot with density results which average below 88% shall be sealed at no cost to the Department. The entire length of the longitudinal joint within the lot shall be sealed with PG 64-22 asphalt cement. The asphalt cement sealant shall be heated and maintained between 265°F and 320°F. The sealant shall not be placed if the air temperature is below 40°F, unless otherwise permitted by the Engineer. The joint area of the pavement surface must be clean, dry, and free of any loose material and debris. Cleaning with a power broom may be required. Utilize a pressure applicator with a wand or nozzle capable of applying hot asphalt sealant in a straight and consistent width of 4 inches $\pm$ 1 inch and thickness of 1/16 inch $\pm$ 1/32 inch at specified temperature range and at a minimum rate of 0.013 gallons/linear foot. The center of the sealant band should be placed within 1 inch of the joint. Immediately level high spots with a squeegee or wand. Remove and dispose of excess sealant at no cost to the Department. Re-seal areas of the joint that are inconsistently or not completely covered. Any pavement markings marred by the sealing operation will be replaced at no additional cost to the Department.

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LONGITUDINAL JOINT DENSITIES FOR ACHM SURFACE COURSES

TABLE 410-2
LONGITUDINAL JOINT DENSITY PAY TABLE

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

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SPECIAL PROVISION

JOB NO. 030531

SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

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

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

All ACHM Contractor Acceptance Tests shall be signed by the technician and submitted electronically through Doc Express in pdf format, and a signed paper copy be given to the ARDOT plant inspector after the completion of each subplot.

The ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers is the required form for documentation and can be downloaded from the following website:

<https://ardot.gov/divisions/construction/construction-information/for-use-on-feb-2024-letting-and-later-achm-spreadsheet/>

To download this file, follow the instructions on the page linked above. Use of this file requires Microsoft Excel.

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

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PRICE ADJUSTMENT FOR ASPHALT BINDER

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

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

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

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

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

Where

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

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

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

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PRICE ADJUSTMENT FOR ASPHALT BINDER

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

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

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

P, the asphalt binder current price in dollars per ton, is the Monthly Asphalt Binder Price Index for the month in which the payment entry is entered.

P(b), the asphalt binder base price in dollars per ton, is the Monthly Asphalt Binder Price Index for the month in which the bids for the work were received.

Asphalt Binder Index Determination.

PG64-22 Binders. The Monthly Asphalt Binder Price Index for PG64-22 binders will be determined by calculating the average for performance-graded binder using the Selling Price of PG 64-22 paving grade. The monthly asphalt binder price will be an average of five asphalt binder prices. The prices will be furnished by the four largest asphalt binder suppliers in the State of Arkansas as determined by the previous calendar year. For an asphalt supplier to be included in the asphalt binder price index they must supply at least ten percent of the asphalt binder in Arkansas. The final component in the asphalt binder price index will be the Asphalt Weekly Monitor® furnished by Poten & Partners, Inc. The issue of the Asphalt Weekly Monitor® used will be for the last full week in the previous month received by the Department prior to the first day of the index month. The four largest suppliers included in the asphalt binder price index shall furnish the Department with their average price on the Thursday before the Friday of the last full week of the month. If any supplier fails to submit a price by this deadline, that supplier's price will not be included in the asphalt binder price index for that month.

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

Supplemental Items Subject to Adjustment. Items included in the contract that are listed in the table above are subject to adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity. Any new items of work added to the Contract by supplemental agreement that are listed in the table above will be subject to the asphalt binder price adjustments in accordance with this provision. The base asphalt binder price, P(b), for any newly added eligible items will be the same P(b) as the eligible items in the Contract, and the new unit price established by supplemental agreement will be determined accordingly.

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PRICE ADJUSTMENT FOR ASPHALT BINDER

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

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PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (8) Calculate the total percent within limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where:

YY=Two-digit year

MM=Month (including leading zeros)

DD=Day of Month (including leading zeros)

J=the Department Job Number

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

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

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

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

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

S=Beginning Station

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

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

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

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

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

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

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

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

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Price adjustments shall be made as follows:

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

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

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

Where:

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

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

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

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**Table 410-2
Percent Within Limits**

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

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**Table 410-2
Percent Within Limits**

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
Percent Within Limits**

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
Percent Within Limits**

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PERCENT WITHIN LIMITS/PAVEMENT SMOOTHNESS (IRI)

**Table 410-2
Percent Within Limits**

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

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. 030531

PRICE ADJUSTMENT FOR FUEL

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

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/opensdata/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. 030531

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. 030531

WARM MIX ASPHALT

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

COLD MILLING - COUNTY PROPERTY

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

RECYCLED ASPHALT SHINGLES

DESCRIPTION: This specification covers the use of Recycled Asphalt Shingles (RAS) in Asphalt Concrete Hot Mix (ACHM).

MATERIALS: ACHM utilizing RAS shall meet all of the requirements of Sections 404, 409, 410, and 416 and the requirements of Section 405, 406, or 407 for the mixture type specified on the plans. The mix design will follow AASHTO MP 23-14 and AASHTO PP 78-14 except as follows:

- (1) A maximum of three (3) percent RAS by total mix weight will be allowed in any mix design. The amount of RAS will be included in the total Recycled Asphalt Pavement (RAP) percentage if RAP is used.
- (2) Shingle material shall be processed so that 100 percent passes the 3/8" (9.5 mm) sieve and ninety-five (95) percent passes the No. 4 (4.75 mm) sieve.
- (3) Pre-consumer, or manufacturer waste, shingles may be used in mix designs requiring PG 64-22 binder only.
- (4) Post-consumer, or tear-off, shingles may be used in mix designs requiring PG 64-22 binder only.
- (5) Pre- and post-consumer shingles may not be combined in mix designs.
- (6) Tear-off shingles shall be acquired from residential sources only and shall have been produced after 1980. In no case shall a roofing material containing rubber or rubber-like polymer components be used as RAS in asphalt mixes.
- (7) When using tear-off shingles, one stockpile test per lot of mix shall be conducted to confirm the binder content and gradation of the RAS product, and the sample shall be representative of the RAS material entering the production process for the lot tested. Binder content and gradation shall be determined using ARDOT 450 or AASHTO T 308. If AASHTO T 308 is used, the sample size shall be 400 grams, and the sample shall be oven dried to a constant mass (at a temperature not exceeding 140°F) prior to testing. Shingle fibers shall be removed from the extracted sample prior to gradation testing.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 030531

TUBULAR MARKERS

Section 604 Traffic Control Devices in Construction Zones of the Standard specifications, Edition of 2014, is hereby expanded as follows:

The last sentence of Subsection 604.02(a) is modified to include the item "Tubular Markers" in the sentence.

Subsection 604.02(b) is modified to include the item "Tubular Markers" in the heading.

Subsection 604.02(b) is expanded with the following:
All tubular markers shall meet the requirements of the MUTCD. Retroreflective sheeting used on tubular markers shall meet the requirements of ASTM D4956 for Type III, Type IV or Type VI with the additional requirements for Reboundable Sheeting.

Tubular markers that are placed on new construction may not be bolted to the new pavement or placed in a way that will damage newly constructed pavement. Upon removal of tubular markers, newly constructed concrete pavement should be reasonably free of bitumen and/or epoxy adhesive, as approved by the engineer.

Subsection 604.03 is expanded with the following:

(I) Tubular Markers. Tubular Markers shall be placed as shown on the plans or as directed.

Subsection 604.04(a) is modified to include the item "Tubular Markers" in the heading and in the first sentence.

Subsection 604.05(a) is modified to include the item "Tubular Markers" in the heading.

The list of pay items is expanded to include the following:

Pay Item	Pay Unit
Tubular Markers	Each

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

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

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

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

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

Pay Item	Pay Unit
Portable Changeable Message Sign	Week

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PORTABLE CONSTRUCTION LIGHTING

DESCRIPTION. This item shall consist of portable lighting used to assist motorists traveling through the lane shifts, and at other locations deemed appropriate by the Engineer, during the nighttime hours. This item is to be used as part of the Maintenance of Traffic Plan.

MATERIALS. All lighting equipment will be furnished as required and retained by the Contractor after work is completed. Materials and/or equipment are not required to be new but shall be in good operating condition and in compliance with applicable safety and design codes.

The Contractor shall submit to the Engineer for approval, a lighting plan showing the type(s) and location(s) of the lights proposed. The primary locations for the lights will be in the crossover areas to provide illumination to assist with motorists in safely navigating the crossovers. At a minimum, the Contractor should place two (2) portable lights at each crossover; however additional lights should be used if necessary. The Contractor shall submit the lighting plan on half size plan sheets drawn to scale as part of the lighting plan submittal. In addition to the plan sheets, the submittal shall also include the specific brand names, model numbers and ratings of the lighting equipment. The submittal shall also include power ratings and photometric data.

TOWER LIGHT. The tower lights shall consist of mercury vapor, metal halide, high pressure sodium, low pressure sodium, or LED fixtures mounted on a tower approximately 25' in height. The tower light fixtures shall be heavy duty flood, area, or roadway style with wide beam spread. Tower lights shall be of sufficient wattage and/or quantity to provide an average maintained horizontal illuminance of greater than 5 foot candles (54 lux) over the work area and crossover. LED tower lights shall produce light with a CCT of 4000° K +/- 200° K, and CRI of at least 70. The fixtures shall be weatherproof and supplied with attached waterproof power cord and plug. The tower shall be sturdy and free-standing without the aid of guy wires or bracing. The power supply shall be of sufficient capacity to operate the light(s) and shall be located for the shortest safe routing of cables to the fixtures. A tower light consisting of the combined fixture(s), tower, and power supply is preferred.

The lights shall be aimed and positioned to illuminate the work zone in the vicinity of the crossover areas. There shall be no disabling glare to the motorist. In no case should there be a beam of light aimed higher than 60° above straight down. The lights should be set as far back from traffic as practical and aimed in the normal direction of the traffic flow.

OPERATION. The Contractor shall be responsible for operation of the portable lighting and shall provide sufficient fuel, spare lamps, generators, and qualified personnel to operate the lights. The Contractor is to ensure the lights are well maintained and in operation at night. If a light fails to operate, the Contractor shall repair or replace the portable light at no additional cost to the Department.

METHOD OF MEASUREMENT. Portable Construction Lighting furnished will be measured for payment by the number of days each light is required and authorized by the Engineer. Payment for a full day will be made for any portion of a day that the light is authorized and used, but the measurement shall not exceed one per light in any calendar day. When Portable Construction

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PORTABLE CONSTRUCTION LIGHTING

Lighting is required after the contract time has expired and liquidated damages are being assessed, the Contractor shall furnish such lights at no cost to the Department.

BASIS OF PAYMENT. Work completed and accepted under the this item and measured as above will be paid for at the contract unit price bid per day which shall be full compensation for operating, inspecting, maintaining, moving, and removing of the portable construction lighting.

Payment will be made under:

Pay Item	Pay Unit
Portable Construction Lighting	Day

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

CONSTRUCTION PROJECT INFORMATION SIGN

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

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

CONSTRUCTION REQUIREMENTS: The start date shown on the sign shall be either Early, Mid, or Late followed by the year for the date the Contractor plans to begin work on a new project. (Early includes January through March, Mid includes April through July, Late includes August through December). The initial estimated completion date to be placed on the sign will be either the completion date shown in the project's CPM schedule or a date based on information provided by the Contractor and agreed to by the Engineer. The estimated completion date will be shown as Early, Mid, or Late followed by the year. The Contractor will be required to update the sign's estimated completion date information, timeframe (Early, Mid, or Late) and/or Year, if and where directed by the Engineer throughout the duration of the project.

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

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

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

CONSTRUCTION PROJECT INFORMATION SIGN UPDATE. The contract unit price bid for this item shall be full compensation for furnishing and installing the overlay or sign blank insert for

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

CONSTRUCTION PROJECT INFORMATION SIGN

updating the Estimated Completion Date, for all materials, labor, equipment, tools, and incidentals necessary for installing and maintaining the date field on the sign. This item will be paid each time the Resident Engineer requests an updated date be installed on the Construction Project Information Sign.

Payment will be made under:

Pay Item	Pay Unit
Construction Project Information Sign Update	Each

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 030531****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

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 030531****MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)**

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. 030531

PLASTIC PIPE

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

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

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

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

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

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

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

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

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

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

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

The following is added as Subsection 606.03(h):

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

PLASTIC PIPE

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. 030531****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. 030531

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.

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JOB NO. 030531

SHORING FOR CULVERTS

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 030531
WATER POLLUTION CONTROL

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

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

Sedimentation, turbidity, water pollution, and other possible impacts to the Red River and its tributaries shall be carefully controlled and minimized on this project. The Red River has Federally designated endangered and threatened species and is considered an impaired waterbody for Silt Turbidity. Required actions of the Contractor shall include, but are not limited to, the following:

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

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

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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. 030531****SEQUENCE OF CONSTRUCTION - ALTERNATE CONCEPTUAL PROPOSAL (ACP)**

DESCRIPTION: This item shall consist of scheduling 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 Engineer.

PRE-BID - ALTERNATE CONCEPTUAL PROPOSAL

The Contractor may submit for consideration an Alternate Conceptual Proposal (ACP) for sequence of construction to be used as the basis for developing the bid on this project. The ACP for sequence of construction should be submitted to the Program Management Division at pmd@ardot.gov. The deadline to submit an ACP is the Wednesday prior to the scheduled letting date. All ACP's submitted prior to the deadline will receive a response. The ACP will be held in the strictest confidence by the Department, and the response to the requested ACP will only be made to the Contractor submitting the ACP. The Contractor shall have the **written** approval of the Engineer before the ACP may be used for bidding purposes.

Upon execution of the contract, 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. Upon approval of the traffic control plans, the Contractor's ACP shall become the accepted sequence for this project. Any further alterations or deviations from the accepted ACP shall have the **written** approval of the Engineer. If the Contractor's ACP 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.

POST CONTRACT EXECUTION - ALTERNATE CONCEPTUAL PROPOSAL

The Contractor may submit for consideration an Alternate Conceptual Proposal (ACP) for sequence of construction. If an ACP is approved, 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. Upon approval of the traffic control plans, the Contractor's ACP shall become the accepted sequence for this project. Any further alterations or deviations from the accepted ACP shall have the **written** approval of the Engineer. If the Contractor's ACP 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.

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

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

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

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

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

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

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

(f) Daily Road User Cost. The amount which represents the average daily cost to the road user, including but not limited to, user delay costs, vehicle operating costs, crash costs, and emission costs. The daily road user cost for Part C is \$5,000.

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

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

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

The product of the number of calendar days established by the bidder for Part C multiplied by the daily road user cost of \$5,000 per calendar day will be added to the contract amount bid. The sum of the two amounts will be the amount used for consideration of bids for award.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. 030531

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

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

(A) The Contract amount.

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

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

$$\begin{aligned} & (A) \\ & + [(C) \times (\text{daily road user cost of } \$5,000)] \\ & = \text{Bid amount for award consideration.} \end{aligned}$$

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Early Completion of Specified Site Use Work. The Contractor will be paid \$5,000 for each calendar day the Specified Site Use Work is substantially complete before the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above. The maximum number of calendar days for which this payment will be made is 100 days. Payment for early completion will be made after all items identified on the punch list have been completed to the satisfaction of the Engineer.

7. Failure to Substantially Complete the Specified Site Use Work in the Time Bid. Failure to substantially complete the Specified Site Use Work within the number of calendar days stated by the Contractor in the bid, including extensions granted in accordance with paragraph 5 above, will result in the Daily Road User Cost of \$5,000 being assessed for every calendar day in excess of the stated number, up to the time in which the Specified Site Use Work is substantially complete.

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

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

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

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JOB NO. 030531

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. 030531
CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS

GENERAL: This special provision limits the temporary construction operations in Special Flood Hazard Areas (SFHA) as required by the National Flood Insurance Program (NFIP).

Temporary construction operations include all work and material necessary to access and construct the permanent bridge(s), culvert(s) and roadway embankment within the SFHA. These operations may include work ramps, haul roads, temporary crossings, detour roads, levees, diversion channels, retaining walls, cofferdams, forms, storage of materials, storage of large equipment, and other related work.

This project crosses a regulatory floodway, regulatory floodplain, or SFHA as shown on the community's Flood Insurance Rate Map published by the FEMA. The regulatory floodway, regulatory floodplain, or SFHA limits are shown on the plan and profile drawings.

The project is designed to comply with the NFIP's regulations set forth in Title 44, Chapter 1, Parts 59-77, of the United States Code of Federal Regulations (CFR).

The following special conditions must be complied with:

- Temporary operations are to be used during the low flow season when possible.
- Temporary operations shall be designed and constructed so as not to result in a significant increase in flood elevations within the community during passage of a major flood.
- Temporary operations shall not obstruct a significant portion of an existing or proposed waterway opening.
- All temporary operations shall meet the requirements of the Corps of Engineers' Section 404 Permit issued for this project.
- All temporary fills and temporary obstructions to the existing or proposed bridge(s) or box culvert(s) must be removed in their entirety, and the affected areas returned to their preconstruction or designed elevation and condition.
- The contractor is responsible for preventing equipment and materials within the floodplain from becoming buoyant and floating downstream during a significant flood event. In the event this flood starts to occur, the contractor shall remove and/or anchor materials and equipment by means approved by the Engineer at the Preconstruction Conference.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT: All work, including labor, materials, tools, and equipment necessary to complete the requirements of this special provision shall not be paid for directly, but will be considered subsidiary to other items in the contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

JOB NO. 030531

STORM WATER POLLUTION PREVENTION PLAN

**National Pollution Discharge Elimination System
General Permit # ARR150000**

Prepared for:

ARKANSAS DEPARTMENT OF TRANSPORTATION

Date June 9, 2026

GENERAL INFORMATION:

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

- a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
- b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
- c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.
- d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
- e) Construction site posting.
 - i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
 - ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

PROJECT NAME AND LOCATION:

Job 030531, Red River – Ogden (S)

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OPERATOR NAME AND ADDRESS:

Arkansas Department of Transportation

Name of District Engineer William Cheatham

Address of District Headquarters

2911 Highway 29 North, Interstate 30 Exit #31

P.O. Box 490, Hope AR 71802-0490

Name of Resident Engineer (Contact Person) Daniel Huett

Contact Number 807-779-1957

A. Site Description

- 1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.
- 2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This project consists of raising the grade of Hwy. 71 above flood elevation. The weigh station located within the project will be removed.
- 3) Sequence of Activities:

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

- a. Clearing and Grubbing/Removal and Disposal of Items
- b. Construction of Temporary Crossovers
- c. Reconstruction of Main Lanes
- d. Removal of Temporary Crossovers
- e. Final Seeding and Mulch Cover

4) Total Acres Available: 58.26 Total Disturbed Area: 29.72

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

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5) Existing Site Information:

a. Runoff Coefficient Based on Attachment C:

Before construction starts, the site has a runoff coefficient of 0.33

After construction is completed, the site will have a runoff coefficient of 0.32

b. Soil Information Non-plastic Sands

B. Responsible Parties-General Contractors, Inspectors, etc:

Refer to Contractor identification form in Section S and the Inspector identification form in Section T. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

a. Unnamed Ditch – Sta. 130+50 Rt.

b. _____

c. _____

2) The following bodies of water receive runoff from the construction site:

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: Unnamed Ditch

Narrative Description of Nearest Water: Unnamed Ditch to Red River

Name of Ultimate Receiving Water: Red River

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

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

Red River 303(d) turbidity

D. TMDL and 303(d) list can be found at:

(<https://www.adeq.state.ar.us/water/planning/integrated/tmdl/>)

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

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Statement 1:

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

Statement 2:

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

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

Statement 1:

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

Statement 2:

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

- 1.) List TMDL assumptions and allocations: _____

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

E. Discharges to ERW, NSW, or ESW:

Statement 1:

- ☒ The construction site is not located within a watershed of an ERW, ESW, or NSW.

Statement 2:

- _____ The construction site is located within a watershed of an ERW, ESW, or NSW. Additional BMPs have been considered for implementation in these areas.

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F. Watershed of Potential Losing Stream and/or Sensitive Aquatic Species:

Statement 1:

 X The construction site is not located within a watershed of a potential losing stream and or sensitive aquatic species.

Statement 2:

 The construction site is located within a watershed of a potential losing stream and or sensitive aquatic species. Additional BMPs have been considered for implementation in these areas.

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

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

H. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

I. Storm Water Controls

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

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

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

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

(Construction Activity/Control/Timing)

- 1) Clearing and Grubbing: Silt fences as shown on plans precede any soil disturbing activities/ongoing maintenance.
- 2) Cross Drain Structures: Silt fences, ditch checks, and filter socks as shown on plans precede any soil disturbing activities/ongoing inspection and maintenance
- 3) Reconstruct Main Lanes.
- 4) Roadway Subgrade and Ditches: Silt fences and ditch checks as shown on plans precede any soil disturbing activities/ongoing maintenance.
- 5) Remove temporary median crossovers.

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2. Stabilization Practices: (Permit Pg. 6 of Part II)

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

- ☒ Dust control - wet down dusty areas as needed/ongoing
- ☒ Erosion control matting - as shown on the job plans/ongoing
- Geotextiles -
- ☒ Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing
- ☒ Mulches - Immediately after seeding.
- Mulch control netting -
- ☒ Off-site tracking controls (Either stabilized exits and/or wheel washing)*
- ☒ Preserving existing vegetation - as shown on the job plans/ongoing
- ☒ Sod stabilization - Around flared end sections and concrete ditch paving.
- ☒ Temporary and permanent seeding - will be initiated within 14 days of temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.
- ☒ Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of DEQ.
- If encroachment is necessary within these required buffer zones, briefly describe the reason why.)
- When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.
- ☒ Slope Tracking - Ongoing/as needed
- Other -

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

3. Structural Practices: (Permit Pg. 7 of Part II)

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

- Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or sized based

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on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) _____

_____	Curb & gutter -	_____
X	Ditch checks** -	<u>As shown on job plans/ongoing</u>
_____	Diversion ditches -	_____
_____	Drainage swales -	_____
_____	Drop inlet silt fences -	_____
X	Erosion Control Matting -	<u>as shown on the job plans/ongoing</u>
_____	Gabions -	_____
X	Inlet & outlet protection -	<u>As shown on job plans/ongoing</u>
X	Silt fences -	<u>As shown on job plans/ongoing</u>
_____	Slope drains -	_____
_____	Storm sewer -	_____
_____	Retaining walls -	_____
_____	Temporary Silt Dikes -	_____
_____	Wattles/Sediment Logs -	_____
X	Filter Socks -	<u>As shown on the job plans/ongoing</u>
_____	Other -	_____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements, the procedures for the removal of a sediment basin can be found in the Standard Specifications Subsection 621.03.

**Hay/Straw bales will not be used in areas of concentrated flow.

J. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and all other activities that will generate wastes during the construction phase. (Permit Pg. 8 of Part II)

1) Solid material control, debris, and wastes:

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

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2) Offsite vehicle tracking:

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

3) Temporary sanitary facilities:

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

4) Concrete waste area:

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

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

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

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

List of Anticipated Allowable Non-Storm Water Discharges*:

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

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

L. Post-Construction Storm Water Management: (Permit Pg. 8 of Part II)

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

 X Channel linings
 X Culverts

 X Concrete ditch paving
 Curb and gutter

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☐	Detention basins	☐	Drop inlets
☐	Dumped riprap	☐	Floodgates
☐	Gabions	☐	Grassed swale
☒	Inlet & outlet protection	☒	Permanent seeding
☐	Retention pond	☐	Riprap
☒	Solid sodding	☐	Storm sewer
☐	Topsoil replacement	☒	Underdrains
☐	Velocity dissipators	☐	Wetland creation
☐	Other-list _____		

Velocity dissipation devices:

☐	Concrete spillways	☐	Grouted riprap
☒	Permanent seeding & mulch	☒	Underdrains
☒	Solid sodding	☒	Concrete ditch paving
☐	Dumped riprap	☐	Detention basins
☐	Velocity dissipators	☐	Wetland infiltration
☐	Other-list _____		

M. State or Local Programs: (Permit Pg. 8 of Part II)

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

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

N. Inspections: (Permit Pg. 8-9 of Part II)

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

☒ **Every 7 days or**
☐ **Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event.**

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

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

1. Inspection form (Attachment B).

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

O. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit Pg. 10 of Part II)

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

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

Q. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ARDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ARDOT Environmental Division at (501) 569-2595, or the U.S. Fish and Wildlife Service at (501) 513-4489.

R. Employee Training: ARDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

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STORM WATER POLLUTION PREVENTION PLAN

S. Contractors: (Permit Pg. 3 of Part II)

All contractors should be identified in the plan. (a page should be included for each subcontractor).

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

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

Item	Item

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

Contractor Printed
Name: _____

Signature: _____ Title: _____

Company Name: _____ Date: _____

Company
Address: _____

Telephone Number: _____ ARDOT Job: _____

[illegible]

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U. Plan Certification: (Permit Pg. 10 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

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

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

Printed Name: David W. Baker

Printed Title: Engineer of Roadway Design

ADH MLH

Signature: 

Date: 06/11/2026

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 030531
VALUE ENGINEERING

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

The following is added as a new subsection:

104.08 Value Engineering Change Proposals (VECP).

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

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

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

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

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

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

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

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

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the cooperative advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, desired appearance, and safety.

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3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract features and requirements.
4. A complete analysis indicating the final estimate costs and quantities to be replaced by the Proposal compared to the new costs and quantities generated by the Proposal.
5. A statement specifying the date by which a Change Order adopting the Proposal must be executed to obtain the maximum cost reduction during the remainder of the Contract. This is the review time.
6. A statement detailing the effect the Proposal will have on the Contract time for completing the Contract.
7. A description of any previous use or testing of the Proposal and the conditions and results. If the Proposal was previously submitted on another Department project, indicate the date, Contract number, and the action taken by the Department.

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

1. VECPs, approved or not approved by the Department, apply only to the ongoing Contract(s) referenced in the Proposal and become the property of the Department. The Proposal(s) shall contain no restrictions imposed by the Contractor on their use or disclosure. The Department has the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the Proposal. The Department retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
2. If the Department is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently incorporated in a VECP, the Department will reject the Proposal and may proceed without obligation to the Contractor.
3. The Contractor shall have no claim against the Department for additional costs or delays resulting from the rejection of a VECP, including but not limited to, "VECP Concept" acceptance, engineering and development costs, loss of anticipated profits, increased material or labor costs.
4. The Department will determine if a Proposal qualifies for consideration and evaluation. It may reject any Proposal that requires excessive time or costs for review, evaluation, and/or investigations, or that is not consistent with the Department's design policies and criteria for the project.
5. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal. Where modifications to the VECP, other than changes to the estimated quantities, are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were

ARKANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
JOB NO. 030531
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. 030531

UTILITY ADJUSTMENTS

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

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

1. Owner – AECC

Contact Jeremy Shuff, 501-258-7896, 1 Cooperative Way, Little Rock, AR, 72209.

AECC has advised their adjustments are complete.

2. Owner – AT&T Arkansas

Contact Bryan Williams, 479-249-5194, 1133 E. Harold St., Fayetteville, AR, 72703.

AT&T Arkansas has advised their adjustments are complete.

3. Owner – Cable ONE

Contact Joe Langley, 903-293-6907, 401 Baylor St., Texarkana, TX, 75501.

Cable ONE has advised their adjustments are complete.

4. Owner – SWEPCO Distribution

Contact David Lafayette, 903-824-9926, 3708 W. 7th St., Texarkana, TX, 75501.

SWEPCO Distribution has advised their adjustments are complete.

5. Owner – SWEPCO Transmission

Contact David Lafayette, 903-824-9926, 3708 W. 7th St., Texarkana, TX, 75501.

SWEPCO Distribution has advised that no adjustments are necessary.

6. Owner – Summit

Contact David Burnett, 501-377-4549, 1400 Center View Dr. Suite 100, Little Rock, AR, 72211.

Summit has advised that no adjustments are necessary.

7. Owner – Texarkana Water

Contact Kenneth Icenhower, 903-798-3800, P.O. Box 2008, Texarkana, TX, 75504.

Texarkana Water has advised their adjustments are complete.

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

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

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

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

Approximate Utility Locations

Utility Owner	Facility Type	Location	Station Number	Est. Comp. Date
AECC	Buried Communications	Parallel Right	106+00 to 195+00	Adjustments Complete
AT&T Arkansas	Buried Communications	Parallel Right	106+00 to 195+00	Adjustments Complete
Cable ONE	Buried Communications	Parallel Right	106+00 to 195+00	Adjustments Complete
SWEPCO Distribution	Aerial Power	Parallel Left	106+00 to 195+00	Adjustments Complete
SWEPCO Transmission	Aerial Power	Parallel Left	106+00 to 195+00	No Adjustments
Summit	Gas Distribution	Crossing	217+50	No Adjustments
Texarkana Water	42" Water Main	Parallel Left	106+00 to 195+00	Adjustments Complete

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

LIQUIDATED DAMAGES

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

WORKING DAY PROJECTS

ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 100,000	\$ 140
100,000	500,000	400
500,000	1,000,000	660
1,000,000	2,000,000	800
2,000,000	5,000,000	1,380
5,000,000	10,000,000	1,800
10,000,000	15,000,000	2,620
15,000,000	20,000,000	2,720
20,000,000	30,000,000	2,940
30,000,000	-----	3,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 100,000	\$ 60
100,000	500,000	80
500,000	1,000,000	220
1,000,000	2,000,000	300
2,000,000	5,000,000	420
5,000,000	10,000,000	1,000
10,000,000	15,000,000	1,200
15,000,000	20,000,000	1,300
20,000,000	30,000,000	1,400
30,000,000	-----	1,520

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONTRACTOR'S LICENSE

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

The third paragraph of **Subsection 102.01, Prequalification of Bidders**, is hereby deleted and the following substituted thereof:

The attention of prospective bidders is directed to Ark. Code Ann. §17-25-101 et seq., Act 150 of the 1965 Acts of Arkansas, being an "Act Regulating the Practice of Contracting in the State of Arkansas", and any subsequent amendments made thereto. When the work offered is financed in whole with State funds and is estimated to cost \$50,000 or more, the prospective bidder must show evidence of its license and evidence of registration or license of its subcontractors with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

The third paragraph of **Subsection 108.01, Subletting of Contract**, is hereby deleted and the following substituted thereof:

It shall be the responsibility of the Contractor to determine that all parties performing work amounting to \$50,000 or more are currently licensed or registered by the Contractors Licensing Board for the State of Arkansas.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DEPARTMENT NAME CHANGE

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ISSUANCE OF PROPOSALS

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

Subsection 102.04(j) is hereby deleted and the following is substituted therefore:

(j) If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages.

Subsection 102.04(k) is hereby deleted and the following is substituted therefore:

(k) If the prospective bidder has a current Contract in default.

Subsection 102.04(n) is hereby added:

(n) If the prospective bidder has an individual, as an officer/owner/partner of any firm, partnerships or corporation, that has entered into a previous or current contract with the Commission that in the Department's sole discretion, is subject to any of the reasons listed in Subsection 102.04(a)-(m).

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PREQUALIFICATION OF BIDDERS

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONTACT INFORMATION FOR MOTORIST DAMAGE CLAIMS

Section 103, AWARD AND EXECUTION OF CONTRACT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the fourth paragraph of **Subsection 103.05(b), Liability Insurance**:

Prior to beginning construction, the Contractor shall provide the Engineer with the name, phone number and e-mail address for the individual within their organization responsible for submission of claims for damages to motorists' vehicles inside the work zones. This information shall be updated annually or whenever this responsibility changes within the Contractor's organization. The information will be made available to the public on the Department's webpage.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
MAINTENANCE DURING CONSTRUCTION

Division 100 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 105.15 is hereby modified as follows:

The first paragraph of **Subsection 105.15** is hereby deleted and the following substituted therefor:

105.15 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. For contracts containing a Flexible Beginning of Work special provision, the responsibility for maintenance by the Contractor will begin at the earlier date of the following:

- when the Contractor begins work, or
- on the date of the beginning of time charges in accordance with the Work Order if the Contractor has not commenced work.

This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RESTRAINING CONDITIONS

Section 107 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first bullet of the first paragraph of **Subsection 107.10 Restraining Conditions (a), General**:

- Human remains, burials, and/or associated burial artifacts

The following is hereby added after the second paragraph of **Subsection 107.10 (b), Restraining Conditions Within the Right-of-Way**:

When restraining conditions under (1) and (2) below are encountered, the following provisions should be executed.

(1) If archeological sites and/or historically significant cultural resources are unexpectedly impacted or subsequently discovered during construction, the Contractor shall stop work with no ground-disturbing activities occurring within a two hundred (200)-foot radius of the location of the discovery. The Engineer shall be notified immediately, who will then notify the Environmental Division. A Department staff archeologist will inspect the discovery and determine if the established buffer radius is appropriate. The radius may be decreased or increased based on the nature of the discovery at the discretion of the archeologist. Work in the buffer radius shall not resume until the Environmental Division has provided written notification to the Engineer that construction activities can proceed.

(2) If human remains, burials, and/or associated burial artifacts are encountered during construction, the Contractor shall stop work with no ground-disturbing activities occurring within a two hundred (200)-foot radius of the location of the discovery and the location secured and protected by flagging or fencing. The human remains shall be covered with a canvas tarp and shall not be removed or collected. The Engineer shall be notified immediately, who then will notify the Environmental Division. A Department staff archeologist will inspect the remains and determine if the established buffer is appropriate. The radius may be decreased or increased based on the nature of the discovery at the discretion of the archeologist. The local law enforcement and Chief Medical Examiner will be notified by the Environmental Division. Work in the buffer radius shall not resume until the Environmental Division has provided written notification to the Engineer that construction activities can proceed.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RESTRAINING CONDITIONS

The following is hereby added after the third sentence of the first paragraph of **Subsection 107.10 (c), Restraining Conditions Outside the Right-of-Way, (2) Non-commercially Operated Site:**

The Contractor shall limit the amount of acres submitted for an off-site location to no more than 10 acres, except for commercial areas, previously approved locations, or where previous ground disturbance exists. If a Contractor requires more than 10 acres for a proposed off-site location, the Contractor may, at no cost to the Department, acquire approval for use of the site from the State Historic Preservation Officer and a qualified archeological consultant.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER

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

Subsection 108.02(b)(2) is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****UNCLASSIFIED EXCAVATION**

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

QUALITY CONTROL AND ACCEPTANCE

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A mix design that has not been produced on an ARDOT project in the last two years is inactive. The Contractor may submit a passing field verification test for the inactive asphalt mix design to the Materials Division to be reactivated. Asphalt mix designs with an expiration date may remain in production if they are not inactive.

The third through fifth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall be allowed two attempts to verify the mix design if being placed on an ARDOT project and three attempts to verify the mix design if being placed on a non-ARDOT project. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.

Verification will begin with testing the plant produced mix using the aggregate proportions and asphalt binder content shown on the accepted mix design. After the first attempt of verification of the initial design, the Contractor may elect to adjust aggregate proportions to vary the accepted mix design gradations and bring the mix properties near the center of the compliance limits. If the mix is in subplot rejection, all future attempts will only be allowed on non-ARDOT projects.

The mix will be verified if the test values for air voids, asphalt binder content, and VMA are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

The Contractor may request a one-time field mix design be accepted by the Engineer of Materials. The Contractor will be notified in writing if the field mix design is accepted. A field mix design allows the Contractor to use the adjusted aggregate proportions for future verification of the mix design. Cold feed adjustments will be allowed to both the initial mix design and field mix design if they do not exceed more than 10% for any single cold feed or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. Gradation tolerances will be based off the initial job mix formula. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Once verified, the asphalt binder content shall be adjusted at the plant to obtain the optimum asphalt binder content shown on the mix design during production based on the lot average. At no time shall the asphalt binder content be adjusted in a manner to produce an asphalt binder content lower

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

than the design value. Adjustments to the asphalt binder content are not allowed for control of any volumetric property. All changes to be made to the asphalt binder content must first be reported to the Engineer. If adjustments do not give the intended result, production shall be stopped, and the asphalt plant and equipment shall be recalibrated and adjusted so the asphalt binder content can be successfully obtained.

The test method ARDOT 461, (NOTE 3), and (NOTE 4) in the table of the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted.

The thirteenth and fourteenth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures, NOTE 3 and NOTE 4** are hereby deleted.

The eighteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted.

The fourth and fifth sentences in the nineteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

Individual aggregate cold feeds should be adjusted to bring the mix design properties near the center of compliance limits. If excessive changes are required, production will be suspended, and a new mix design shall be developed according to the applicable specifications. Excessive changes are cold feed adjustments that exceed more than 10% for any single cold feed change or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Section 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The first through third sentences in the first paragraph of **Subsection 410.09(a), General**, are hereby deleted and the following is substituted therefor:

The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process. If the mix produced does not verify the mix design, the material placed on the roadway shall be declared a partial lot. If all verification attempts have been exhausted, a new mix design shall be required.

Section 411, ASPHALT CONCRETE COLD PLANT MIX, is hereby modified as follows:

The third sentence of **Subsection 411.05 (b), Acceptance**, is hereby amended and the following is substituted therefor:

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

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

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

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

The optimum asphalt content is the asphalt binder content at 3.5% air voids for all asphalt mixtures.

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

- All binder grades for all asphalt mixtures will be designed using 3.5% air voids.

The second paragraph of **Subsection 404.01(b), Design Requirements**, is hereby deleted and substituted therefor:

All Asphalt Base and Binder Courses will be designed at a Ndes of 75 gyrations. All Asphalt Surface Courses will be designed at a Ndes of 60 gyrations.

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

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

The table in the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixture**, is hereby amended by deleting the test method ARDOT 449/449A, AASHTO T 308, and Note 4 for asphalt binder content determination and substituting ARDOT TM 483, "Test Method for Determination of Binder Content and Development of Binder and Aggregate Correction Factors by Ignition Method."

The following is hereby added after the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**:

Ignition Ovens (Single, Multiple, and Replacement). A single ignition oven shall be used for all ignition-oven determinations performed for Acceptance on a project unless otherwise approved in writing by the Engineer.

Ignition oven requirements apply only to mixtures for which asphalt binder content or gradation is determined using ignition methods for Acceptance.

A correction factor for determining asphalt binder content and gradation using the ignition oven shall be established in accordance with ARDOT TM 483. A separate correction factor shall be developed for each JMF and for each ignition oven used. The correction factor shall be reestablished at a minimum frequency of once every 12 months.

Documentation of the established correction factor shall be submitted to the Engineer prior to the start of production. The Engineer shall be given the opportunity to witness the correction factor determination process.

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

When the mass of a sample exceeds the capacity of the ignition oven or basket, the sample shall be reduced into multiple test portions using approved splitting procedures and tested in separate ignition-oven determinations using the same approved ignition oven. Asphalt binder content results shall be combined on a mass-weighted basis, and aggregate shall be recombined for gradation determinations.

Use of More than One Ignition Oven (Prior Approval). The use of more than one ignition oven may be approved in writing by the Engineer prior to the start of production for projects with high production rates, extended paving durations, or multiple simultaneous production operations. When more than one ignition oven is approved, the following shall apply:

1. Each ignition oven shall be identified and approved in writing by the Engineer prior to use.
2. A separate correction factor shall be established and documented for each approved ignition oven in accordance with ARDOT TM 483 prior to use for project testing.
3. Each approved ignition oven shall be assigned to a specific plant, production line, or testing stream and shall not be alternated based on test results.
4. Acceptance testing shall be performed using the assigned ignition oven for the applicable production stream.
5. Selection between approved ignition ovens based on test results shall not be permitted.
6. Changes to approved ignition oven assignments shall be made only with prior written approval from the Engineer.

Replacement Ignition Oven During Production. The use of a replacement ignition oven during production may be approved in writing by the Engineer only in the event of equipment failure or other unavoidable circumstances. When a replacement ignition oven is approved, the following shall apply:

1. Ignition-oven determinations intended for Acceptance shall be suspended until a correction factor is established for the replacement ignition oven.
2. A correction factor shall be established and documented for the replacement ignition oven in accordance with ARDOT TM 483 before results from the replacement ignition oven are used for Acceptance or for Department testing.
3. Once approved, the replacement ignition oven shall be used for the remainder of the project unless otherwise approved in writing by the Engineer.

Bulk Specific Gravity. When AASHTO T 166 is determined by the Department to be unsuitable, bulk specific gravity shall be determined using an automatic vacuum sealing system in accordance with AASHTO T 331. Use of AASHTO T 331 shall be permitted only when directed by the Department. Suitability shall be based on the ability to obtain reliable results in accordance with the applicable test method requirements. The vacuum sealing system shall be approved by the Engineer prior to use.

AASHTO T 275, Bulk Specific Gravity of Compacted Asphalt Mixtures Using Paraffin-Coated Specimens, shall not be permitted for use in mixture design or Acceptance testing.

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

The Contractor shall furnish the Department with access to a compliant vacuum sealing system for testing when bulk specific gravity is required to be determined in accordance with AASHTO T 331, when specified by the Department. This requirement may be satisfied through the Contractor's primary laboratory or by providing additional approved equipment as necessary to ensure that testing is performed in accordance with the specified method. The Department may also perform testing using Department-owned or independently furnished equipment.

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

Table 405-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Base Course (1½")

Control Points							
Sieve	Percent Passing (%)						
1½"	100						
1"	90 - 100						
¾"	90 max.						
No. 4	-						
No. 8	15 - 41						
No. 16	-						
No. 30	-						
No. 50	-						
No. 200	0 - 6						
Asphalt Binder Content	Design Value						
% Air Voids	3.5						
% VMA	11.5 - 13.0						
Minimum Water Sensitivity Ratio	80						
% Anti-strip	As Required						
Fines to Asphalt Ratio*	0.6 - 1.4						
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<table> <tr> <th><u>Design PG Grade</u></th><th><u>Maximum Rut</u></th></tr> <tr> <td>64-22 or 67-22</td><td>0.315 in. (8.000 mm)</td></tr> <tr> <td>70-22 or 76-22</td><td>0.197 in. (5.000 mm)</td></tr> </table>	<u>Design PG Grade</u>	<u>Maximum Rut</u>	64-22 or 67-22	0.315 in. (8.000 mm)	70-22 or 76-22	0.197 in. (5.000 mm)
<u>Design PG Grade</u>	<u>Maximum Rut</u>						
64-22 or 67-22	0.315 in. (8.000 mm)						
70-22 or 76-22	0.197 in. (5.000 mm)						

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

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

Table 406-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Binder Course (1")

Control Points	
Sieve	Percent Passing (%)
1½"	100
1"	90 - 100
¾"	90 max.
No. 4	-
No. 8	19 - 45
No. 16	-
No. 30	-
No. 50	-
No. 200	1 - 7
Asphalt Binder Content	Design Value
% Air Voids	3.5
% VMA	12.5 - 14.0
Minimum Water Sensitivity Ratio	80
% Anti-strip	As Required
Fines to Asphalt Ratio*	0.6 - 1.4
Wheel Tracking Test	<u>Design PG Grade</u> <u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22 0.315 in. (8.000 mm)
	70-22 or 76-22 0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

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

Table 407-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Surface Course (1/2")

Control Points	
Sieve	Percent Passing (%)
3/4"	100
1/2"	90 - 100
3/8"	90 max.
No. 8	28 - 58
No. 16	-
No. 30	-
No. 50	-
No. 200	3 - 7
Asphalt Binder Content	Design Value
% Air Voids	3.5
% VMA	14.5 - 16.0
Minimum Water Sensitivity Ratio	80.0
% Anti-strip	As Required
Fines to Asphalt Ratio*	0.6 - 1.2
Wheel Tracking Test	<u>Design PG Grade</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22
	70-22 or 76-22
	<u>Maximum Rut</u>
	0.315 in. (8.000 mm)
	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

Table 407-2

Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8")

Control Points		
Sieve	Percent Passing (%)	
1/2"	100	
3/8"	90 - 100	
No. 4	90 max.	
No. 8	32 - 67	
No. 16	-	
No. 30	-	
No. 50	-	
No. 200	3 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	15.5 - 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	<u>Design PG Grade</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

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

The Table 410-1 in **Subsection 410.09(b), Acceptance of the Pavement**, is hereby amended as follows:

TABLE 410-1
COMPLIANCE, PRICE REDUCTION AND REJECTION LIMITS FOR ASPHALT COURSES

Property	Compliance Limits	Price Reduction Limits	Lot Rejection Limits	Sublot Rejection Limits
Asphalt Binder Content	±0.3 from mix design value	more than ±0.3 from mix design value	more than ±0.6 from mix design value	±0.8 from mix design value
Air voids (AV)	2.5% to 4.5%	1.9% to 2.4% 4.6% to 5.0%	1.8% or less 5.1% or more	1.4% or less 5.6% or more
Voids in Mineral Aggregate (VMA)*				
Asphalt Base Course (1½")	11.0% to 13.5%	10.5% to 10.9% 13.6% to 14.0%	10.4% or less 14.1% or more	9.9% or less 14.6% or more
Asphalt Binder Course (1")	12.0% to 14.5%	11.5% to 11.9% 14.6% to 15.0%	11.4% to less 15.1 or more	10.9% or less 15.6% or more
Asphalt Surface Course (1/2")	14.0% to 16.5%	13.5% to 13.9% 16.6% to 17.0%	13.4% or less 17.1% or more	12.9% or less 17.6% or more
Asphalt Surface Course (3/8")	15.0% to 17.5%	14.5% to 14.9% 17.6% to 18.0%	14.4% or less 18.1% or more	13.9% or less 18.6% or more
Density (% of theoretical)	92.0% to 97.0%	91.0% to 91.9% 97.1 to 98.0%	90.9% or less 98.1% or more	89.9% or less** 99.1% or more
Density (% of theoretical) where minimum specified is 90.0%	90.0% to 97.0%	89.0% to 89.9% 97.1% to 98.0%	88.9% or less 98.1% or more	87.9% or less** 99.1% or more

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

**Subject to further evaluation, see text.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

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

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

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

- All ACHM mixes must contain a liquid, anti-strip additive.

Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

Sections 401 and 403 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the second sentence of **Subsection 401.02 Materials:**

Trackless Tack meeting the requirements of this supplemental specification may be used as Tack Coat at no additional cost to the Department.

The following is hereby added after the fifth sentence of **Subsection 401.03(c), Application of Tack Coat:**

When Trackless Tack is used, the Contractor shall follow the manufacturer's recommendations for storage, application temperature, and application rate.

The following is hereby added as the second paragraph of **Subsection 401.06, Basis of Payment:**

If the Contractor elects to use Trackless Tack in lieu of Tack Coat, the application and payment for the material used will be measured and paid for at the contract unit price bid for Tack Coat per gallon (liter).

The following is hereby added after the second sentence of the first paragraph **Subsection 403.03, Asphalt Materials:**

The manufacturer shall submit certified test results for Trackless Tack to the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

The following is hereby added as **Subsection 403.03 (g), Trackless Tack:**

Trackless tack shall be an anionic or cationic asphalt emulsion conforming to the requirements below:

	Test Method	Min	Max
Viscosity, Saybolt Furol at 25°C SFS	AASHTO T59	20	150
Storage stability test, 24-h, %	AASHTO T59		1
Sieve test, %	AASHTO T59		0.3
Residue by distillation, %	AASHTO T59	50	
Tests on residue from distillation:			
Penetration, 25°C, 100 g, 5 s	AASHTO T59		20
*Solubility %	AASHTO T44	97.5	
*Ash Content	AASHTO T111		1
Softening Point °C	AASHTO T53	65	

*Ash Content or Solubility may be used for testing purposes of the residue from distillation.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****DESIGN OF ASPHALT MIXTURES**

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

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

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

Subsection 409.03(h), Plant Inspection, is hereby deleted and the following substituted therefor:

(h) Plant Inspection. The Engineer shall have access to all parts of the plant.

The Contractor shall provide and maintain a laboratory facility for the exclusive use of the Engineer. This facility shall be located at the plant site. The dimensions and other requirements specified herein are minimums. The facility may be built by the Contractor for the specific purposes stated. Portable structures used as lab facilities must be anchored to the ground and have adequate reinforcement to the floor to provide stability for lab equipment. It is not intended, however, to preclude the use of commercially built trailers or prefabricated buildings that may deviate in minor dimension or detail from the requirements listed but may in some features exceed these requirements and in all major respects be entirely suitable for the purpose intended. The Contractor may furnish, in lieu of a separate building, a facility having sufficient space in a building, parts of which are used for other purposes, provided that the facility furnished meets all other requirements of this subsection; is physically separated from the remainder of the building; and has an outside entrance with unrestricted access allowed and reserved for the exclusive use of the Engineer. Adequate space shall be provided for parking of at least three Department vehicles in the vicinity of the facility. The Engineer will determine the suitability of any facility furnished.

General requirements for the laboratory facility are:

- Minimum working laboratory space of 380 square feet (35.3 sq m) for building widths between 8' to 12' (2.4 to 3.7 m) or 208 square feet (19.3 sq m) with a width of 12' (3.7 m) or greater.
- Minimum designated office space of 30 square feet (2.8 sq m) shall be included in addition to the laboratory square footage.
- A ceiling height of 8' (2.4 m) or greater.
- A desk or table approximately 24" x 36" (600 mm x 900 mm), with at least two drawers, each approximately 13" x 13" x 18" (330 mm x 330 mm x 450 mm) for storing records and at least three office style rolling chairs.
- At least one door with a substantial lock and all keys placed in the possession of the Engineer. The door must be a minimum of 36" (900 mm) wide. A second entry door at the end of trailers that are greater than 30' (9.1 m) in length will be required for safety reasons.
- Access to a well-maintained restroom, with a functioning sink, within reasonable proximity to the Department laboratory facility. Portable restrooms are not acceptable.
- Floored, weatherproof, and reasonably dustproof.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

- Level and stable with substantial/durable structure capable of supporting required laboratory equipment. Movement in the lab shall not affect testing operations such as scale readings, etc.
- At least two glazed screened windows capable of being opened and locked only from the inside.
- Basic utility services shall be provided year-round as long as the plant is listed on the QPL. If utility services to the Department lab are voluntarily suspended at any time, the plant may be removed from the QPL.
- Equip the lab with heating and air conditioning units that maintain the ambient air temperature between 65 °F and 80 °F (18 °C and 27°C). The lab must be climate-controlled year-round.
- A work counter approximately 30" to 36" (760 to 900 mm) high with a minimum depth of 30" (760 mm). The countertop shall be metal capped with a rolled back edge of 2" (50 mm) if adjacent to the wall or other comparable durable surface. Total length of the work counter shall be approximately 35' (10.7 m) with a minimum of 12' (3.7 m) of counter length 36" (900 mm) deep.
- A minimum of 54" (1370 mm) width between parallel work counters.
- Adequate electric lights suitable for the purposes intended. At least one power outlet per every four feet of counter. At least two power outlets shall provide 220 VAC.
- An exhaust outlet with at least 3" (76 mm) inside diameter no farther than 8' (2.4 m) from the ignition oven shall be included near one of the 220 VAC outlets. Provide a surface for the ignition oven that is level, sturdy, and fireproof with at least 6" (152 mm) of clearance between the furnace and other vertical surfaces. The exhaust fumes exiting the furnace exhaust port may reach 270 °C (518 °F).
- An exhaust fan shall be installed over the equipment clean up area. The exhaust fan shall be equipped with a rheostat control and capable of exhausting in one minute a volume of air equal to the volume of the entire laboratory. The exhaust fan shall be maintained operational.
- A sink, approximately 24" (610 mm) square with a minimum depth of 9" (230 mm) with an outside drain.
- A clean water supply providing a minimum of 50 gallons (200 liters) storage capacity (or connected to a public or private water system), discharging through a faucet above the sink. A thermostat controlled hot water supply shall be provided to the laboratory sink.
- Adequate shelves and/or cabinets for storage of testing equipment that do not impede the operation of testing equipment.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ASPHALT LABORATORY FACILITY

- A storage area for storing nuclear equipment, complete with a substantial lock and all keys to this area placed in the possession of the Engineer.
- At least one Type ABC fire extinguisher (10-pound size minimum) with up-to-date inspection tag per 300 square feet of building.
- A local access touchtone telephone line (with access to toll free telephone numbers but otherwise blocked for outgoing long-distance calls), with a landline modular jack and touchtone telephone, shall be provided in the laboratory facility for use by Department personnel.
- Reliable Broadband Internet Service shall be provided.

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

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

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

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

Adequate maintenance of the laboratory facility shall be required for plant inclusion on the QPL and will be included as part of the annual ACHM plant inspection. Maintenance shall include, but is not limited to, HVAC and electrical systems, and plumbing. The Resident Engineer may determine a lab is in reasonable compliance with this specification if all required testing can be accomplished with reasonable ease by the Construction Materials Inspector.

The requirements of this Supplemental Specification shall be implemented to receive the next scheduled ACHM Plant Certification. If the requirements are not met and the Resident Engineer determines the laboratory is not within reasonable compliance an ACHM Plant Certification will not be provided until all requirements are fulfilled and/or the Resident Engineer is satisfied with the conditions of the facilities.

The field laboratory for asphalt mixing plants and the utility services provided will not be paid for directly but will be considered a part of the asphalt mixing plant.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

**CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF
ASPHALT CONCRETE PLANT MIX COURSES**

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

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints**, is hereby deleted and the following substituted therefor:

The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a)**
General:

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

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

The fourth paragraph of **Subsection 416.03, Materials and Composition**, is hereby deleted and the following substituted therefor:

To ensure the “production” stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no “unprocessed” materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- RAP stockpiles should have only binder covered aggregates and therefore, there shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Uncoated aggregate from asphalt plant produced material shall not be considered virgin aggregate as it applies to RAP. Plant startup and shut down materials will be considered binder covered and are allowed.
- Unprocessed RAP and processed RAP stockpiles shall be separated by distance and each stockpile signed accordingly.
- Only processed RAP shall be introduced into asphalt mixes. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating. Use of the scalper screen on the plant does not define processed RAP.
- Processed RAP stockpiles shall be of adequate size for multiple operational days of asphalt mix production at the plant’s maximum production rate. Processed RAP must be stockpiled before use in plant production. Processed RAP may not be taken from underneath the crusher and placed directly into the cold feed bins. If the crusher is feeding the processed stockpile, the loader must load the cold feed bins from the opposite end of the processed stockpile.

Quality control testing for asphalt binder content and gradation of RAP shall be the contractor’s responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job’s field verification process.
- Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.
- One set of tests for every 10,000 tons of ACHM produced.
- The first tests on the job must be performed within the first 3 days of production on the job.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

The Contractor has the option of quality control testing while the processed stockpile is being built in lieu of testing during production. Quality control testing for asphalt binder content and gradation of RAP shall be the Contractor's responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.
- One set of tests for every 1,500 tons of RAP produced for each stockpile.
- The quantity of RAP being placed in the processed stockpile must be tracked.

The Contractor shall pick only one option of quality control method per processed RAP stockpile. The Engineer shall be given the opportunity to witness all testing. Test results shall be submitted to the Engineer by the next business day. The Contractor shall keep a logbook to track the consistency of the asphalt binder content and gradation.

If testing determines the properties of the RAP have deviated significantly from the mix design, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM continues. Once adjustments are made and the plant produced mix has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

To create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T 308 with the specific requirements as follows:

- Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of $230^{\circ}\text{F} \pm 9^{\circ}\text{F}$.
- The ignition oven burn temperature used during the mix design process must be used for quality control. The burn temperature shall be reported on the mix design submittal.
- Asphalt Binder Content = % loss – Aggregate Correction Factor (ACF)
- An ACF for each processed RAP stockpile shall be submitted with the mix design if used. An ACF for the job mix formula shall be submitted on the mix design if used. If multiple ignition ovens are used, an ACF for each oven shall be submitted.
- Determination of the ACF may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

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

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

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

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONCRETE DITCH PAVING

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

Section 605, CONCRETE DITCH PAVING, is hereby modified as follows:

The last sentence of **Subsection 605.03(e) Expansion Joints** is hereby deleted and the following substituted therefor:

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS FOR SIDE DRAINS

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

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

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

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

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

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

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

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

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of MASH Test Level 3 (TL-3). All materials shall be new. Rail elements and posts shall meet the requirements above. All steel components shall be galvanized. All parts shall be clearly identified for proper assembly and replacement.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
GUARDRAIL DELINEATORS

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

Section 617, GUARDRAIL is hereby modified as follows:

The following is hereby added as **Subsection 617.02(g) Delineators**.

Guardrail delineators shall be included on the Department's Qualified Product List (QPL).

The following is hereby added as **Subsection 617.03 (g) Delineators**.

Guardrail delineators shall be installed at 37.5' spacing maximum in tangent sections except that any individual run of guardrail shall have no less than three delineators installed. Spacing may be reduced in curves as directed by the Engineer.

Guardrail delineators shall have a minimum reflective area of 8.0 sq. in. per side, be made of galvanized metal with a 12-gauge minimum thickness, and be capable of being bolted to the guardrail web. The delineator shall have two (2) reflective surfaces and shall use reflective sheeting conforming to ASTM D4956 Types VIII or IX. Reflective sheeting used shall be listed on the Department's Qualified Products List (QPL) 723 Reflective Sheeting.

The following is hereby added as the last sentence of **Subsection 617.05 Basis of Payment. (a)**

Payment for the Guardrail Delineators will not be paid for separately, but full compensation therefor will be considered included in the contract unit price for Guardrail (Type ____).

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FENCES

Section 619 of the Standard Specification for Highway Construction, Edition 2014, is hereby amended as follows:

Subsection 619.02(a)(3) is hereby deleted and the following substituted therefor:

Wood posts and braces shall be pressure treated, seasoned, sound, and reasonably straight southern yellow pine. The posts shall be round and free from excessive end splits. Before pressure treatment, the posts and braces shall have the bark removed, the knots trimmed flush, and the ends cut square. Posts that are to be driven shall have the small end tapered.

Subsection 619.02(b)(1) is hereby deleted and the following substituted therefor:

Wood posts and braces of the size and length shown on the plans shall be treated using only preservatives that are registered with the US EPA under FIFRA. Preservatives and treatments shall meet the requirements of AASHTO M-133 or American Wood Protection Association (AWPA) Standard U1, Commodity Specification A for Posts (sawn 4 sides), Commodity Specification B for Posts (round, $\frac{1}{2}$ and $\frac{1}{4}$ round); UC4A for Ground Contact General Use or UC4B Ground Contact Heavy Duty.

Subsection 619.02(c)(1) is hereby deleted and the following substituted therefor:

Wood posts and braces of the size and length shown on the plans shall be pressure treated in accordance with Section 619.03(b)(1) above.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

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

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

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

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

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

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

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

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION**

Mulch Cover

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

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

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

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

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

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

Table 621-2
Filter Sock Media Parameters

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
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:

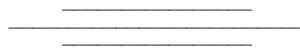
Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the 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 RAISE THE ROADWAY GRADE ON HIGHWAY 71 IN LITTLE RIVER COUNTY. THIS PROJECT CONSISTS OF CLEARING AND GRUBBING, REMOVAL AND DISPOSAL ITEMS, TRENCHING AND SHOULDER PREPARATION, EARTHWORK, AGGREGATE BASE COURSE, ACHM BASE, BINDER, AND SURFACE COURSES, COLD MILLING ASPHALT PAVEMENT, ACHM PATCHING OF EXISTING ROADWAY, MAINTENANCE OF TRAFFIC, CONCRETE DITCH PAVING, MINOR DRAINAGE, GUARDRAIL, EROSION CONTROL, RUMBLE STRIPS, PAVEMENT MARKING, AND MISC. ITEMS.

State Highway 71, Section 4, in **LITTLE RIVER** 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 **030531** **FEDERAL AID PROJECT PRTT-0041(46)**

Job Name: **RED RIVER – OGDEN (S)**

said project being approximately **1.466 miles in 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 the number of calendar days bid by the bidder in accordance with the Job Special Provision “Site Use (A+C Method)-Calendar Day Contract.”**

PROPOSAL DOCUMENTS

(Continued)

The bidder also proposes to furnish a surety Performance bond or bonds in a sum equal to the full amount of the contract and a surety Payment bond or bonds in a sum equal to 80% of the full amount of the contract. These bonds shall not only serve to guarantee the completion of the work and payment of all bills and claims by the bidder, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications and Special Provisions fulfilled.

The bidder shall furnish a Proposal Guaranty in the form specified in Subsection 102.09 of the Specifications, in the amount of five percent (5%) of the total amount bid, which is submitted as a guarantee of the good faith of the proposal, and that the Bidder will enter into written contract, as provided, to do the work should the award be made to him; and it is hereby agreed that if, at any time other than as provided in Subsection 102.11 of the Standard Specifications, Withdrawal/Modification of Proposals, the bidder should withdraw his proposal, or should fail to execute the contract and furnish satisfactory bonds as herein provided, if his proposal is accepted, the Arkansas State Highway Commission, in either of such events, shall be entitled and is hereby given the right to retain the Proposal Guaranty, not as a penalty, but as liquidated damages, it being understood and agreed by the bidder that the amount of the Proposal Guaranty is a reasonable sum to be fixed as liquidated damages considering the damages the Arkansas State Highway Commission will sustain in the event of the bidder's withdrawal of his proposal, or failure to execute the contract and furnish satisfactory bonds if his proposal is accepted, and said amount is herein agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damage that may be sustained by reason of the above set out circumstances.

Arkansas Department of Transportation
Schedule of Items

State Job No.: 030531

Job Name: RED RIVER – OGDEN (S)

Federal Aid Project: PRTT-0041(46)

Date Estimated: 6/16/2026

Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	201 - CLEARING	78.000 STA		
0002	201 - GRUBBING	78.000 STA		
0003	202 - REMOVAL AND DISPOSAL OF CURB AND GUTTER	3,985.000 LF		
0004	202 - REMOVAL AND DISPOSAL OF FENCE	14,755.000 LF		
0005	202 - REMOVAL AND DISPOSAL OF GATES	2.000 EACH		
0006	202 - REMOVAL AND DISPOSAL OF WALLS	28.000 LF		
0007	202 - REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	16,531.000 SQYD		
0008	202 - REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	1,367.000 SQYD		
0009	202 - REMOVAL AND DISPOSAL OF SIGN FOUNDATIONS	17.000 EACH		
0010	202 - REMOVAL AND DISPOSAL OF DROP INLETS	4.000 EACH		
0011	202 - REMOVAL AND DISPOSAL OF PIPE CULVERTS	30.000 EACH		
0012	202 - REMOVAL AND DISPOSAL OF BOX CULVERTS	5.000 EACH		
0013	202 - REMOVAL AND DISPOSAL OF CONCRETE DITCH PAVING	601.000 SQYD		
0014	202 - REMOVAL AND DISPOSAL OF GUARDRAIL	1,415.000 LF		
0015	202 - REMOVAL AND DISPOSAL OF SEPTIC TANK	1.000 EACH		
0016	202 - REMOVAL AND DISPOSAL OF WELL HOUSE	1.000 EACH		
0017	202 - REMOVAL AND DISPOSAL OF RADIO TOWER	1.000 EACH		
0018	202 - REMOVAL AND DISPOSAL OF BUILDINGS	1.000 EACH		
0019	202 - REMOVAL AND DISPOSAL OF WEIGH SCALES	2.000 EACH		
0020	202 - REMOVAL AND DISPOSAL OF SIGNS	17.000 EACH		
0021	SS&206 - FLOWABLE SELECT MATERIAL	38.000 CUYD		
0022	SPSS210 - UNCLASSIFIED EXCAVATION	28,036.000 CUYD		
0023	SP&210 - COMPACTED EMBANKMENT	337,971.000 CUYD		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 030531

Job Name: RED RIVER – OGDEN (S)

Federal Aid Project: PRTT-0041(46)

Date Estimated: 6/16/2026

Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0024	SP&210 - SOIL STABILIZATION	1,000.000 TON		
0025	SP&215 - TRENCHING AND SHOULDER PREPARATION	16.000 STA		
0026	SPSS303 - AGGREGATE BASE COURSE (CLASS 7)	64,900.000 TON		
0027	SS&401 - TACK COAT	8,873.000 GAL		
0028	SPSS405 - MINERAL AGGREGATE IN ACHM BASE COURSE (1 1/2")	10,499.000 TON		
0029	SPSS405 - ASPHALT BINDER (PG 70-22) IN ACHM BASE COURSE (1 1/2") (MINIMUM BID \$120.00)	437.000 TON		
0030	SPSS406 - MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	8,540.000 TON		
0031	SPSS406 - ASPHALT BINDER (PG 64-22) IN ACHM BINDER COURSE (1") (MINIMUM BID \$120.00)	35.000 TON		
0032	SPSS406 - ASPHALT BINDER (PG 70-22) IN ACHM BINDER COURSE (1") (MINIMUM BID \$120.00)	339.000 TON		
0033	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	16,659.000 TON		
0034	SPSS407 - ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	153.000 TON		
0035	SPSS407 - ASPHALT BINDER (PG 70-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	761.000 TON		
0036	SP&412 - COLD MILLING ASPHALT PAVEMENT	1,689.000 SQYD		
0037	SPSS414 - ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	75.000 TON		
0038	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	75.000 TON		
0039	SS&603 - MAINTENANCE OF TRAFFIC	1.000 L.S.		
0040	603 - 18" TEMPORARY CULVERT	741.000 LF		
0041	603 - 24" TEMPORARY CULVERT	719.000 LF		
0042	SS&604 - SIGNS	1,912.000 SQFT		
0043	SPSS604 - CONSTRUCTION PROJECT INFORMATION SIGN UPDATE	10.000 EACH		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 030531

Job Name: RED RIVER – OGDEN (S)

Federal Aid Project: PRTT-0041(46)

Date Estimated: 6/16/2026

Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0044	SS&604 - BARRICADES	200.000 LF		
0045	SS&604 - TRAFFIC DRUMS	522.000 EACH		
0046	SS&604 - FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	433.000 LF		
0047	SS&604 - RELOCATING PRECAST CONCRETE BARRIER (MAX. BID 25% OF ITEM NUMBER 0046)	433.000 LF		
0048	604 - CONSTRUCTION PAVEMENT MARKINGS	71,659.000 LF		
0049	SPSS604 - TUBULAR MARKERS	582.000 EACH		
0050	604 - REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	281.000 LF		
0051	604 - REMOVAL OF PERMANENT PAVEMENT MARKINGS	8,644.000 LF		
0052	SS&604 - ADVANCE WARNING ARROW PANEL	1,092.000 DAY		
0053	SPSS604 - PORTABLE CHANGEABLE MESSAGE SIGN	156.000 WEEK		
0054	SP - PORTABLE CONSTRUCTION LIGHTING	1,456.000 DAY		
0055	SP - MOBILE SPEED NOTIFICATION SYSTEM (SPECIAL)	2.000 EACH		
0056	SPSS605 - CONCRETE DITCH PAVING (TYPE B)	884.000 SQYD		
0057	SS&606 - 18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	280.000 LF		
0058	SS&606 - 24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	312.000 LF		
0059	SS&606 - 30" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	392.000 LF		
0060	SS&606 - 54" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	1,236.000 LF		
0061	SS&606 - 18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	3.000 EACH		
0062	SS&606 - 24" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	6.000 EACH		
0063	SS&606 - 30" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	4.000 EACH		
0064	SS&606 - 54" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	20.000 EACH		
0065	SPSS606 - 18" SIDE DRAIN	60.000 LF		

Arkansas Department of Transportation
Schedule of Items

State Job No.: 030531

Job Name: RED RIVER – OGDEN (S)

Federal Aid Project: PRTT-0041(46)

Date Estimated: 6/16/2026

Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0066	SPSS606 - 24" SIDE DRAIN	520.000 LF		
0067	SS&606 - SELECTED PIPE BEDDING	300.000 CUYD		
0068	SS&609 - DROP INLETS (TYPE RM)	5.000 EACH		
0069	SS&611 - 4" PIPE UNDERDRAINS	4,000.000 LF		
0070	SS&611 - UNDERDRAIN OUTLET PROTECTORS	16.000 EACH		
0071	SS&617 - GUARDRAIL (TYPE A)	400.000 LF		
0072	SS&617 - GUARDRAIL TERMINAL (TYPE 2)	2.000 EACH		
0073	SS&619 - WIRE FENCE (TYPE A)	14,293.000 LF		
0074	SS&619 - WIRE FENCE (TYPE D-1)	816.000 LF		
0075	620 - LIME	75.000 TON		
0076	620 - SEEDING	37.390 ACRE		
0077	SS&620 - MULCH COVER	102.020 ACRE		
0078	620 - WATER	5,144.200 MGAL		
0079	621 - TEMPORARY SEEDING	64.630 ACRE		
0080	621 - SILT FENCE	21,545.000 LF		
0081	621 - SEDIMENT REMOVAL AND DISPOSAL	1,291.000 CUYD		
0082	621 - ROCK DITCH CHECKS	1,481.000 CUYD		
0083	SS&621 - FILTER SOCK (12")	253.000 LF		
0084	623 - SECOND SEEDING APPLICATION	37.390 ACRE		
0085	624 - SOLID SODDING	950.000 SQYD		
0086	626 - EROSION CONTROL MATTING (CLASS 3)	1,975.000 SQYD		
0087	635 - ROADWAY CONSTRUCTION CONTROL	1.000 L.S.		
0088	642 - RUMBLE STRIPS IN ASPHALT SHOULDERS	27,231.000 LF		
0089	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6")	21,368.000 LF		
0090	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	15,464.000 LF		
0091	719 - THERMOPLASTIC PAVEMENT MARKING (WORDS)	6.000 EACH		
0092	719 - THERMOPLASTIC PAVEMENT MARKING (ARROWS)	12.000 EACH		
0093	721 - RAISED PAVEMENT MARKERS (TYPE II)	197.000 EACH		
0094	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER	1.000 EACH		

Arkansas Department of Transportation Schedule of Items

State Job No.: 030531

Job Name: RED RIVER – OGDEN (S)

Federal Aid Project: PRTT-0041(46)

Date Estimated: 6/16/2026

Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0095	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)	2.000 EACH		
0096	SS&731 - TEMPORARY IMPACT ATTENUATION BARRIER (RELOCATION)	1.000 EACH		
Section 01 Total: _____				
Section 02 - 16' GATES ALTERNATE - BID ONE ITEM ONLY				
0097 A0 - 1	SS&619 - 16' STEEL GATES	11.000 EACH		
0098 A0 - 2	SS&619 - 16' ALUMINUM GATES	11.000 EACH		
Section 02 Total: _____				
Subtotal: _____				
0099	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.		
Bid Total: _____				

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

_____ Days X \$5,000/Day = \$_____ (C)

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the Arkansas Department of Transportation **at the time proposals are submitted.**

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or Local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State, or Local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS
BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

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

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

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

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

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

(NOTARY 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 030531 LETTING DATE August 12, 2026

JOB NAME RED RIVER – OGDEN (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		

ARKANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATION STATEMENT

JOB 030531

Contractor's Certification Statement for National Pollutant Discharge Elimination System (NPDES) Construction Storm Water Permit Number ARR150000.

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

Contractor Printed Name: _____

Signature: _____ **Title:** _____

Company Name: _____ **Date:** _____

Company Address: _____

Telephone No.: _____ **ARDOT Job Number:** _____