

ARKANSAS STATE HIGHWAY COMMISSION

CONTRACT

FOR THE CONSTRUCTION OF

STATE JOB NO. 020654

FEDERAL AID PROJECT NHPP-0021(39)

HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)

STATE HIGHWAY 65 SECTION 19

IN DESHA 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.

1-17-08

Revised: 6-1-09

Revised: 2-15-12

Revised: 1-15-15

Revised: 5-26-16

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

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

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

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

TITLE VI CONTRACT PROVISIONS

APPENDIX A

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

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

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

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

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

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

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

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

TITLE VI CONTRACT PROVISIONS

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Arkansas State Highway and Transportation Department
Supplemental Specifications and Special Provisions Listing
State Job Number 020654

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

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
FHWA-1273	REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS
FHWA-1273	SUPPLEMENT - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - GOALS AND TIMETABLES
FHWA-1273	SUPPLEMENT - EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS
FHWA-1273	SUPPLEMENT - POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT - WAGE RATE DETERMINATION
JOB SP	CARGO PREFERENCE ACT REQUIREMENTS
JOB SP	GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
JOB SP	DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES
JOB SP	BIDDING REQUIREMENTS AND CONDITIONS
JOB SP	MANDATORY ELECTRONIC CONTRACT
JOB SP	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB SP	FLEXIBLE BEGINNING OF WORK
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
JOB SP	COLD MILLING ASPHALT PAVEMENT
JOB SP	LOOP WIRING REVISION 1.4
JOB SP	POLYMER OVERLAY
JOB SP	BRIDGE DECK REPAIR FOR POLYMER OVERLAYS
JOB SP	PARTNERING REQUIREMENTS
JOB SP	CONSTRUCTION ON RAILROAD RIGHT-OF-WAY
JOB SP	VALUE ENGINEERING
SP 108-1	LIQUIDATED DAMAGES
SS 100-3	CONTRACTOR'S LICENSE
SS 102-2	ISSUANCE OF PROPOSALS
SS 108-2	WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER
SS 303-1	AGGREGATE BASE COURSE
SS 400-1	TACK COATS
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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 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 (0.425 mm) sieve. For Classes 3 through 8 the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.
- Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by "ASTM A 775".
- Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.
- Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.
- Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by "ASTM B695".
- Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWWA, Standards U1, Commodity Specification E, Use Category UC4C.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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 Highway and Transportation Department (AHTD) is responsible. The AHTD 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.

AHTD 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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

(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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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%	Ferry	- 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 project.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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 41CFR 60-4.8.

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

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

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1. Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	A.H.T.D. Resident Engineer
2. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	*Union Contractors Only U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Programs and Contracts Division - A.H.T.D.
4. "Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	A.H.T.D. Resident Engineer

7/26/96
Rev. 2/11/98
Rev. 2/20/03
Rev. 7/27/06
Rev. 10/24/06
Rev. 9/16/13

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

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5. "Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	A.H.T.D. Resident Engineer
6. Minimum Wage Rate (WH 1088)	U. S. Department of Labor	A.H.T.D. Resident Engineer
7. "NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	A.H.T.D. Resident Engineer
8. Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
9. Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
10. Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	A.H.T.D. 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
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	A.H.T.D. Resident Engineer

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

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
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	A.H.T.D. Resident Engineer
14. Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	A.H.T.D. Resident Engineer
15. Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	A.H.T.D. Resident Engineer
16. Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	A.H.T.D. Resident Engineer

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

FHWA-1273 Supplement
Page 1 of 5

General Decision Number: AR170268 01/06/2017 AR268

Superseded General Decision Number: AR20160268

State: Arkansas

Construction Type: Highway

Counties: Arkansas, Ashley, Bradley and Desha Counties in
Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUAR2014-026 07/21/2014

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.78	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.60	0.00
FORM WORKER.....	\$ 16.16	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.96	0.00
IRONWORKER, REINFORCING.....	\$ 15.31	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.42	0.00
LABORER: Common or General.....	\$ 11.43	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.41	0.00
OPERATOR: Asphalt Plant.....	\$ 17.67	0.00

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.95	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.60	0.00
OPERATOR: Broom/Sweeper.....		
	\$ 14.94	0.00
OPERATOR: Bulldozer.....		
	\$ 16.90	0.00
OPERATOR: Crane.....		
	\$ 20.08	0.00
OPERATOR: Grade Checker.....		
	\$ 16.71	0.00
OPERATOR: Grader/Blade.....		
	\$ 17.98	0.00
OPERATOR: Loader.....		
	\$ 18.50	0.00
OPERATOR: Mechanic.....		
	\$ 19.88	0.00
OPERATOR: Milling Machine.....		
	\$ 20.95	0.00
OPERATOR: Oiler.....		
	\$ 16.99	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 22.57	0.00
OPERATOR: Post Driver (Guardrail/Fences).....		
	\$ 18.49	0.00
OPERATOR: Roller.....		
	\$ 14.96	0.00
OPERATOR: Scraper.....		
	\$ 14.22	0.00
OPERATOR: Screed.....		
	\$ 17.20	0.00
TRAFFIC CONTROL: Flagger.....		
	\$ 10.75	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 11.15	0.00
TRUCK DRIVER: Dump Truck.....		
	\$ 16.73	0.00
TRUCK DRIVER: Flatbed Truck.....		
	\$ 12.75	0.00
TRUCK DRIVER: Lowboy Truck.....		
	\$ 18.50	0.00
TRUCK DRIVER: Water Truck.....		
	\$ 19.00	0.00
TRUCK DRIVER: Semi/Trailer Truck.....		
	\$ 10.75	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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 020654****CARGO PREFERENCE ACT REQUIREMENTS**

The requirements of the Cargo Preference Act (CPA) and implementing regulations (46 CFR 381.7(a)-(b)) are applicable to this contract. For additional information, see the FHWA's web page:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB 020654**

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB 020654

GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

http://arkansashighways.com/Construc/DBE_Log.xls

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

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

Job Number _____ Prime Contractor _____

Estimate No. _____ DBE Subcontractor _____

Estimate Ending Date _____ Date Payment Made to DBE _____

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

Total This Estimate

Retainage Withheld This Estimate

Net Total This Estimate

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

% Retainage

Previous Total

Total To Date

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

Authorized Signature _____ Title _____

Typed or Printed Name _____ Date _____

Department

Use Only

Received

Verified

By _____

By

Date _____

Date _____

RE Initials

Estimate Ending Date_____

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

Total To Date

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

Typed or Printed Name _____ Date _____

Date _____ RE Initials _____

DBE CONTRACT GOAL % (Contract Commitment)

FINAL PAYMENT TO DBEs

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

DBE Subcontractor(s)

Amount Paid

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Paid to DBEs	\$	

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

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

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

* If goal not met, brief explanation: _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 020654

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

If DBE participation sufficient to achieve the DBE goal established for this project is not provided within 5 calendar days, the proposal will be rejected and the proposal guaranty shall become the property of the Commission, not as a penalty, but as liquidation of damages to the Department's DBE program.

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

**DISADVANTAGED BUSINESS ENTERPRISE
BIDDER'S RESPONSIBILITIES**

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

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

(2) If an irrevocable certification to achieve the required DBE participation is submitted with the proposal, within five (5) calendar days of the date of the bid opening, the apparent successful bidder shall furnish the required information to the Department on a form provided by the Department. If the information is not furnished as required, the proposal will be rejected and the proposal guaranty forfeited. The proposal guaranty shall become property of the Commission, not as a penalty, but in liquidation of damages sustained to the DBE Program.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

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 eligible to be added to the eligible bidders list unless a rating has been extended based on an acceptable questionnaire.

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

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

The Notice to Contractors will contain a description of the proposed work, and information to the bidder 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 are considered a part thereof. The plans, specifications, and other documents designated in the proposal documents will be considered a part of the proposal whether included or not.

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

In order to be added to the eligible bidders list, prospective bidders must contact the Program Management Division at (501) 569-2261 during regular business hours by 4:30 p.m. on the day prior to the scheduled bid opening to be established as an eligible bidder. Only prequalified contractors or their authorized representative may request to be added to the eligible bidders list.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

BIDDING REQUIREMENTS AND CONDITIONS

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

A charge will be assessed for requests to be added to the eligible bidders list, paper copies of the proposals, 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 State Highway and Transportation Department, 10324 Interstate 30, Little Rock, Arkansas, (501) 569-2261. Payment shall be made at the time services are provided or upon receipt of statement therefore. No refund will be allowed for bids not submitted or for plans or proposal documents returned.

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

BIDDING REQUIREMENTS AND CONDITIONS

The second and last sentences of the sixth paragraph of **Subsection 102.07** are hereby deleted, and the following substituted therefore:

If the proposal is submitted by 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 before the downloading of bids.

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 can request to be added to the eligible bidders list for future lettings.

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

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

- (1) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
- (2) If the proposal is not accompanied by the proper proposal guaranty.
- (3) If a proposal is received from an individual, firm, partnership, or corporation with an interest, as principal, in another proposal for the same project.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

BIDDING REQUIREMENTS AND CONDITIONS

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

- (1) Unbalanced proposals in which the prices for some items are out of proportion to the reasonable costs representative of those items.

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 either 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 in the Program Management Division prior to the deadline for proposals to be received.

The following is hereby added to **Subsection 102.09**:

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

Subsection 102.10 is hereby deleted and the following substituted therefore:

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

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

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

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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 020654****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 State Highway and Transportation Department, Program Management Division, via Doc Express.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 020654****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 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.

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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

FLEXIBLE BEGINNING OF WORK

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

Section 108.02 (b) Work Order.

(2) The bullet stating "Erection of advance warning signs." is deleted.

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

b. Working Day Contract. Unless the Contractor is otherwise advised in writing, the Work Order for a working 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 Saturday, 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, according to Subsection 108.06, will commence when the Contractor begins work or on August 21, 2017 if the Contractor has not commenced work. The Contractor will submit written notification to the Engineer five days prior to commencing work.

(4) **c. is hereby deleted.**

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

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

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

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

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT

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

The following bullet is added under detailed requirements:

- Broadband Internet Service shall be provided.

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 020654****COLD MILLING ASPHALT PAVEMENT**

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

Subsection 412.01 is hereby deleted and the following is substituted therefore:

This item shall consist of cold milling the asphalt pavement at the location(s) designated on the plans or by the Engineer and removing the resulting material from the highway right-of-way.

Material generated from cold milling operations shall remain the property of the Department and shall be transported to and stockpiled at a location just off of Highway 1 in Section 1A at L.M. 0.742. With the approval of the Engineer, when the item "Cold Milling Asphalt Pavement" is included in a project the Contractor may elect to retain a portion of, or the entire amount, of the reclaimed pavement material that is to remain the property of the Department. If approved by the Engineer, the quantity requested would be allowed, provided the Contractor is in agreement with replacing the reclaimed asphalt material quantity with a quantity of Aggregate Base Course (Class 7), meeting the requirements of the Standard Specifications for Highway Construction, Edition of 2014, on a 1 ton of Aggregate Base Course (Class 7) for 1 ton of reclaimed asphalt material basis. Deduction will be made for the weight of moisture in aggregates in excess of 5% of oven-dry weight of material. The Aggregate Base Course (Class 7) is to be stockpiled at the location designated on the plans for the reclaimed asphalt material, or at a location agreed to by the Department.

The Contractor shall request, in writing, to retain a portion, or all, of the reclaimed pavement that is to remain the property of the Department. Prior to beginning cold milling operations the Contractor shall notify the Engineer when the reclaimed pavement is being hauled to the asphalt plant for stockpiling and of the designated location of the stockpile at the plant. The Contractor shall weigh each load of Department reclaimed pavement hauled to the asphalt plant in accordance with Subsection 109.01(f) of the Standard Specifications and provide copies of the tickets to the Engineer by the next business day.

The following is added to **Subsection 412.04 Basis of Payment**:

Cold Milling Asphalt Pavement work completed and accepted as provided above will not be paid for directly, but shall be included in the unit prices bid for other items of work in the Contract.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
LOOP WIRING REVISION 1.4**

1. Description. This item shall consist of furnishing and installing at locations shown on the plans or as directed, vehicle detector loop wiring as specified in accordance with these special provisions. This special provision supersedes the item for loop wiring as described in the Standard Specifications for Highway Construction. Some of the materials and items described below may not be utilized on a specific contract and are provided for information purposes only.

2. Materials.

(a) General. The term "loop wiring" as used in these specifications shall refer to the sensing element consisting of single or multi conductor wire loop in the pavement, as well as the lead-in wire from the sensing element to the feeder wire. The wire shall be of the specified gauge stranded copper wire of the number conductors specified, and shall be insulated according to the requirements for the type specified as listed below.

(b) Certification. The Contractor shall submit to the Engineer for approval, two copies of the applicable manufacturer specifications containing design criteria for the components. This includes Loop Wire of the type required, backer rod and proposed material for sealing the loop. The Engineer will provide written notice of approval/disapproval of the design characteristics to notify the Contractor if the product(s) appears to be suitable for use on the contract. Approval is considered general agreement that the proposed product meets the specification, but in no way relieves the Contractor of the responsibility that the final installation meets the requirements of the contract.

(c) Physical. Approved materials for Loop Wire shall meet or exceed the minimum requirements of the "Class" specified as listed below:

Class I (Standard Loop Wire) - shall consist of 1c (single conductor) #14 gauge stranded copper wire and shall be insulated with RHH or RHW and be USE rated insulation not less than 0.045" (1.1 mm) thick. Products used for sealer shall be approved by the Engineer. Products include but are not limited to that listed on the Departments "Qualified Products List" (QPL) for loop wire sealer.

Class II (Loop Wiring in Duct) - shall consist of #14 gauge stranded XHHW or USE rated 600V wire completely enclosed in a PVC or polyethylene tubing HAVING A 3/16" (4.75MM) i.d., 1/4" (6.35 MM) o.d. AND A WALL THICKNESS OF 1/32" (0.8 MM). Loop wiring in duct shall comply with the latest requirements of the International Municipal Signal Association Specification No. 51-5. The tubing shall be capable of resisting deterioration from oils and solvents. The tubing shall also be highly abrasion resistant and have a smooth bore. Products include but are not limited to that listed on the Departments QPL for loop wire sealer.

Class III (High Pressure Rated, Filled, Single Conductor) - shall be constructed of 1c (single conductor) with a minimum of #16 gauge stranded copper wire, inside a reinforced hose, double jacket or approved tubing. No wire splices shall be allowed within the pavement area. All connections shall be made in the box or enclosure for the feeder wire.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
LOOP WIRING REVISION 1.4**

(d) Approved Sealers. Products proposed for sealing all classes of loop wire not included on the Department's QPL may be approved by the Engineer on a case-by-case basis for test purposes. Previous approval on other state jobs does not insure that product will be allowed on the job covered by this special provision. Approval does not relieve the Contractor of the responsibility for meeting the requirements of the contract including warranty. The Contractor agrees that if the loop installation fails within the warranty period as a result of the product, Contractor will replace the loop utilizing an approved method at no cost to the Department. Failure includes, but is not limited to, deterioration of the roadway surface, failure of the sealer, floating out of the loop wire, or failure of the electrical test.

In cases where a product for loop sealing is recommended by the Department for test purposes, if failure occurs within the warranty period, Contractor agrees to replace the loop within the contract period at the established contract unit price for the item.

3. Construction.

(a) General. The vehicle detector loop wiring of the class specified shall be installed as shown on the plans or as directed by the Engineer.

Class I and Class II - shall be installed in a sawed slot approximately 1/4" to 3/8" (6 mm to 10 mm) wide, 2 1/2" (65 mm) minimum depth in asphalt or 2" (51 mm) in concrete, or 1 1/2" (40 mm) below the final pavement surface. Before sealing the slot, the wire shall be held down by backer rod wedges inserted into the slot at a maximum of 2' (0.6 m) intervals for cold pour sealer or with a continuous run of high temperature baker rod for hot-pour material.

Class III - detector loops shall be of the size and configuration as shown on the plans. Lead-in from the feeder wire to the loop shall be considered as two runs of Loop Wiring. Saw-cut slot shall be of sufficient width and to a depth such that the top of the loop is a minimum of 4" (100 mm) below the final surface for the entire length of the trench. The maximum width of any loop slot shall be 1 1/2" (38 mm). The minimum width shall be 1/8" (3 mm) total larger than the outer diameter of the loop wire. The corners of the trench should be drilled, cut at 45 degrees, or chiseled to remove sharp edges. The Engineer may approve other methods of cutting the slot for the loop.

(b) Overlaid Surface - Where the road surface is to be overlaid, the loop wiring may be installed prior to the final surface. The Contractor shall seal the loop slot completely with a material and/or sealant recommended for placement under new asphalt. Where surface is not to be overlaid, an approved sealer shall be applied as needed to the minimum depth of 1/4" (6 mm) below the final surface. Where multiple backfill applications are required, the Contractor should allow a minimum of 14 days prior to each backfill.

(c) Connection to Feeder Wire - of the loop wire shall be soldered and completely sealed in an approved manner against entry of moisture into the splice, jacket of the loop, and the feeder wire. No portion of the loop wire conductors shall be exposed. Approved methods include encapsulating the connections in waterproof dielectric grease inside a non-metallic shell.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
LOOP WIRING REVISION 1.4**

(d) Testing. Loop wiring shall be tested by the Contractor utilizing an approved 500 Volt Meg Tester accurate to 0.1 M Ohm in the range of 1 M Ohm to 10 M Ohms and with continuity test accurate to 0.1 Ohm in the range of 1 to 10 Ohms.

- Meg-Test (500 Volt) - minimum resistance to ground 10.0 M Ohm

Note: Values greater than 1.0 M Ohm but less than 10 M Ohm are considered marginal and subject to further evaluation. Values less than 1.0 M Ohm are considered faulty and must be corrected by the Contractor, which includes re-sawing the loop if other methods do not prevail.

- Continuity – maximum loop resistance 3.0 Ohms (Typical)

Note: This value shall not exceed +/- 50% of the calculated value. If variation is outside this value, further testing shall be performed for inductance and quality of the loop.

4. Method of Measurement. Loop Wiring of the class specified will be measured as described below:

(a) Loop Wiring Class I will be measured by the **linear foot of material in the saw-cut** which shall include twice the length of the lead-in from the loop to the connection with feeder wire or detector panel (where terminated in a controller cabinet). Payment for up to four feet of lead-in will be allowed in the pull box or cabinet.

(b) Loop Wiring Class II will be measured by the **linear foot of material in the saw-cut** which shall include twice the length of the lead-in from the loop to the connection with feeder wire or detector panel (where terminated in a controller cabinet). Payment for up to four feet of lead-in will be allowed in the pull box or cabinet.

(c) Loop Wiring Class III will be measured by the **linear foot of material in the saw-cut** which shall include twice the length of the lead-in from the loop to the connection with feeder wire or detector panel (where terminated in the controller cabinet). Payment for up to four feet of lead-in will be allowed in the pull box or cabinet.

5. Basis of Payment. Work completed, accepted and measured as provided above will be paid for at the contract unit price bid for Loop Wire of the class and configuration specified, which price shall be full compensation for sawing and sealing; clearing the slot; removal of surplus material; and for all materials including loop wire, asphalt or sealer material, coupling and connectors; and for testing, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Loop Wiring Class I	Linear Foot
Loop Wiring Class II	Linear Foot
Loop Wiring Class III (1c/16 A.W.G.)	Linear Foot

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

POLYMER OVERLAY

Description. This item shall consist of surface preparation and application of two courses of a two-component polymer overlay system to the bridge decks of Bridge Nos. 06446, A6811 and B6811, and to approach slabs and approach gutters as designated in the plans. The polymer overlay system provided shall be specifically designed for use on concrete bridge decks and the minimum total thickness of the overlay system shall be 1/4". The maximum total thickness shall be as recommended by the manufacturer.

General. A minimum of 10 business days prior to overlay application, the Contractor shall submit manufacturer's specifications, product data, and certified test report(s) to the Engineer for approval. Information provided shall include all installation instructions and quality control procedures required to assure an acceptable finished overlay. The certified test report(s) shall be from an independent testing laboratory, shall be for testing made within the 36 months prior to the date of contract advertisement for bid, and shall show that the manufacturer's specifications are in compliance with the material requirements of this special provision. The Engineer may request samples of the polymer and aggregate for the purpose of acceptance testing by the Department.

In addition to the above submittals, the Contractor shall submit a history referencing past projects where similar work was performed. The work history shall consist of a minimum of five (5) bridge locations where the Contractor has applied a similar overlay system within the past five (5) years. A brief description of each project and contact information for the facility owner shall be provided.

Materials. (a) Polymer Resin. The polymer resin base and hardener shall be composed of a two-component, 100% solids and 100% reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time ^A	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity ^A	700 – 2500 cps	ASTM C881 @23 ± 1°C (73 ± 2°F)
Shore D Hardness ^B	60-75	ASTM D2240
Absorption ^B	1% maximum at 24 hr	ASTM D570
Tensile Elongation ^B	30% - 70% @ 7 days	ASTM D638
Tensile Strength ^B	>2000 psi @ 7 days	ASTM D638
Chloride Permeability ^B	<100 coulombs @ 28 days	AASHTO T 277

^A Uncured, mixed polymer binder

^B Cured, mixed polymer

POLYMER OVERLAY

(b) Aggregates. Furnish natural or synthetic aggregates as recommended by the polymer manufacturer that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean and free of surface moisture, angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties:

Property	Requirement	Test Method
Moisture Content*	$\leq 0.5 \%$	AASHTO T 255
Hardness	≥ 6.5 on Mohs scratch hardness	ASTM Special Methods for Hardness
Absorption	$\leq 1\%$	AASHTO T 84

* Sampled and tested by Contractor at the time of placement.

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

(c) Overlay System. The required properties of the overlay system are listed in the table below:

Property	Requirement ^A	Test Method
Minimum Compressive Strength	1,000 psi @ 3 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified ^B
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

^A Based on samples cured or aged and tested at 75°F

^B Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

Construction. (a) General. The Contractor shall consult with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. The Contractor shall furnish the Engineer a copy of the recommended procedures and apply the overlay system in accordance with manufacturer's

POLYMER OVERLAY

instructions. A manufacturer's representative familiar with the overlay system installation shall be present during the first overlay system application to ensure that surface preparation and overlay placement procedures are in accordance with manufacturer's recommendations. The same materials and application thickness, equipment, procedures, and curing period shall be used by the Contractor on any subsequent overlays unless otherwise directed by the manufacturer's representative or the Engineer.

The Contractor shall plan and operate in such manner as to protect the traveling public from injury or damage during surface preparation or overlay application. Drains, expansion joints, joint seals, access hatches, or other appurtenances shall be protected from damage during surface preparation and overlay application, and from materials adhering to or lodging in these components. All construction joints shall be taped or formed to provide a clean straight edge.

Materials shall be stored and handled in accordance with manufacturer's recommendations. All aggregates shall be stored in a dry environment and protected from contaminants on the job site.

(b) Deck Preparation. (1) Overlay Removal. The Contractor shall remove any existing asphaltic overlays on bridge decks, approach slabs and approach gutters. Work performed to remove asphaltic overlays shall be considered subsidiary to the pay item "Polymer Overlay".

(2) Bridge Deck Repair. The Contractor shall remove all asphaltic patches and unsound or disintegrated areas of the concrete deck as directed by the Engineer. Work performed to repair the concrete deck will be paid for in accordance with Special Provision "Bridge Deck Repair for Polymer Overlays". Products used for the bridge deck repair shall be compatible with the polymer overlay system. The overlay application shall not be made until the deck repair has been in place the minimum time recommended by the polymer manufacturer.

(3) Surface Preparation. Surface preparation shall not be performed more than 24 hours prior to the application of the overlay system.

The Contractor shall determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the Engineer requires additional verification of the surface preparation, the Contractor shall test the tensile bond strength according to ASTM C1583. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ¼ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the Engineer or a passing test result is obtained.

The entire surface shall be prepared using the final accepted adjustments to the shotblasting machine as determined above. Any areas inaccessible by the shotblasting equipment shall be thoroughly blast cleaned with hand-held equipment. Vertical concrete

POLYMER OVERLAY

surfaces adjacent to and a minimum of 2" above the concrete deck shall be prepared according to SSPC-SP13 by using sand blasting, wire wheels, or other approved method.

Immediately prior to overlay placement, use oil-free compressed air to clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. Lightly sandblast the exposed surfaces if any prepared surfaces (including the first course of the polymer overlay) are exposed to rain or dew.

A transitional area adjacent to transverse expansion joints and bridge ends shall be formed using a shotblasting machine or other approved method. The concrete shall be removed to the total depth of the overlay thickness and tapered to the existing surface over a distance of three (3) feet.

The Engineer may consider the use of alternate surface preparation methods in accordance with the overlay system manufacturer's recommendations. The Engineer shall approve the final surface profile and surface preparation prior to the Contractor placing the polymer overlay.

(c) Overlay Application. Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results in accordance with manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50°F;
2. Deck temperature is below 50°F or exceeds 100°F;
3. Deck shows visible moisture after 2 hours when measured in accordance with ASTM D4263;
4. Rain is forecast during the minimum curing periods.
5. Materials component temperatures are below 50°F or above 99°F;
6. The gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only equipment that is necessary for surface preparation and overlay application will be allowed on the deck. Overlay placement shall begin as soon as possible after completion of the surface preparation.

The polymer overlay system shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Using equipment designed for this purpose, apply the polymer and aggregate in two separate courses in accordance with manufacturer's recommendations, but not less than the following rate of application:

POLYMER OVERLAY

Course	Minimum Polymer Rate ^A (GAL/100 SF)	Aggregate ^B (LBS/SY)
1	2.5	10+
2	5.0	14+

^A A grooved deck may require more epoxy polymer.

^B Application of aggregate shall be of sufficient quantity to completely cover the polymer.

The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a standard chip spreader or equivalent machine that can provide a uniform, consistent coverage of aggregate.

After completion of each course, cure the overlay in accordance with manufacturer's recommendations, but not less than the following minimum cure times:

	Average temperature of deck, polymer and aggregate components in °F				
Course	50-69	70-74	75-79	80-84	85-99
1	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	3 hrs.	3 hrs.	3 hrs.	3 hrs.	3 hrs.

After the first course is cured, all loose aggregate shall be removed prior to applying the second course. Each course shall be cured until vacuuming, brooming or other method approved by the Engineer can be performed without dislodging the aggregate or damaging or tearing the surface. Excess aggregate material may be reused if approved by the Engineer and the manufacturer.

First course applications shall be removed and replaced if insufficient aggregate is applied. A second course applied with insufficient aggregate may be left in place, but will require an additional course before opening to traffic.

The Contractor shall repair all localized areas of unbonded, uncured, or damaged polymer overlay in accordance with manufacturer's recommendations and at no additional cost to the Department. In the absence of manufacturer's recommendations, repairs shall be completed by sawcutting in rectangular sections to the top of the existing deck, removing the overlay by scarifying, grinding or other approved methods, and by completing the surface preparation and overlay courses in accordance with this specification. Repair procedures shall be submitted to the Engineer for approval prior to beginning work.

POLYMER OVERLAY

Apply all courses of the overlay system before opening the area to traffic. Prior to opening to traffic, clean expansion joints, joint seals, and deck drains of all debris as directed by the Engineer. All excess material shall be disposed of by the Contractor in a satisfactory manner.

Method of Measurement. Polymer Overlay shall be measured by the square yard, complete and in place.

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Polymer Overlay, which price shall be full compensation for all required submittals and testing; for any removal of asphaltic overlays; for surface preparation; for furnishing materials; for application of polymer overlay courses, curing, and cleanup; for any required repairs; for disposal of excess materials; and for all labor, equipment, tools, and incidentals necessary to complete the work. Bridge Deck Repair for Polymer Overlays will be paid for separately.

Payment will be made under:

Pay Item	Pay Unit
Polymer Overlay	Square Yard

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

Description. This item shall consist of removing unsound portions of bridge deck concrete, disposing of the removed concrete, and replacing the removed volume with repair concrete in preparation for a polymer overlay meeting the requirements of Job Special Provision "Polymer Overlay". This work shall be completed on Bridge Nos. 06446, A6811 and B6811 in accordance with this job special provision and as directed by the Engineer.

Materials. (a) Concrete. Repair concrete shall consist of a rapid-hardening, low shrinkage cement, suitable for structural concrete applications. The cement shall be packaged in 50 pound bags and shall produce a concrete having the following minimum specified characteristics when batched using cement, sand and 3/4" crushed gravel or stone at a ratio of 1:1:1 using water necessary to produce a 2" slump.

(1) Minimum Compressive Strength. Compressive strength shall be as shown below with time being measured from addition of water to mix:

Temperature:	<u>45° F.</u>	<u>70° F.</u>	<u>95° F.</u>
Time:			
2 ½ Hours	1200 psi.	1500 psi.	1200 psi.
1 Day	3000 psi.	3000 psi.	3000 psi.
28 Days	4000 psi.	4000 psi.	4000 psi.

(2) Shrinkage. Maximum allowable shrinkage or expansion for cement shall be 0.20% as determined by AASHTO T 107 and AASHTO T 160.

(3) Certification. The supplier shall submit certification that the material meets these specifications. The Department reserves the right to make independent tests to verify the results.

(4) Working Time under Field Conditions. Initial set from addition of water to mix shall be from 30 to 45 minutes with a minimum of 20 minutes of working time at all temperatures from 45° F. to 95° F. (Workability must be good.)

(5) Additives. All additives necessary to retard or accelerate the set time to obtain the compressive strength and working time as described above shall be furnished as part of the bid and included with each pallet of cement furnished. Additives shall be in individual packets of an amount necessary for each bag of cement and well marked as to usage, including instructions for number of packets per bag at a given temperature.

(b) Reinforcing Steel. Replacement reinforcing steel, if required, shall conform to the requirements of Section 804.

Equipment. The equipment used shall be subject to the approval of the Engineer. Removal

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

should be accomplished with power-driven hand tools such as chipping hammers or pneumatic hammers, 45 lb. class maximum. Mechanical chipping tools shall generally not be operated at an angle in excess of 45° measured from the surface of the deck. Surface cleaning equipment shall be capable of properly cleaning the exposed reinforcement and existing concrete surface as defined herein.

The operation or placement of equipment and, or materials on the designated bridges shall be subject to the load restrictions of Subsection 105.14.

Preparation of Surface. (a) Removal. After cold milling or other scarifying of the existing deck surface to remove any asphaltic overlays, the surface shall be sounded and any areas of unsound, delaminated, or otherwise deteriorated concrete to be repaired shall be marked and measured by the Engineer. The area shall be made rectangular with sides parallel or perpendicular to the reinforcing steel. All concrete within the marked area shall be removed with vertical sides to a minimum depth of 3/4" below the bottom of the top mat of reinforcing steel or to a greater depth, if necessary, to remove unsound concrete. If the bottom mat of reinforcing is exposed, then the removal and repair shall be made full depth. Care shall be taken to avoid damage to reinforcing steel, steel joint components, drains, or other appurtenances to remain. If damaged, these items shall be repaired or replaced at the Contractor's expense.

The structural integrity and stability of the deck and the structure shall be maintained by limiting the removal to the least area possible and avoiding unnecessary loading near unrepaired removals. Exposed reinforcing steel shall be supported as necessary to protect it from bending by vehicles or equipment loadings.

The Contractor shall provide shielding, as necessary, to ensure containment of all water and dislodged concrete within the removal area in order to protect the traveling public from flying debris and water spray both on and under the work site.

(b) Cleaning. Prior to placement of repair concrete, the surfaces shall be blast cleaned with high-pressure water, sand or other media until all exposed concrete and reinforcing steel are free from laitance, rust, dust, dirt, oil, grease, bituminous material, paint, and all other foreign matter.

(c) Reinforcing. Deteriorated reinforcing steel exhibiting section loss of greater than 25% or reinforcing steel damaged during concrete removal shall be replaced at the direction of the Engineer with new bars of the same or larger size that conform to Section 804. New bars shall be lapped 40 bar diameters to existing bars or dowelled into sound concrete in accordance with Subsection 804.06.

Care shall be maintained to prevent coated bars from being damaged. Epoxy coating damaged during surface preparation shall be repaired in accordance with Subsection 804.05.

BRIDGE DECK REPAIR FOR POLYMER OVERLAYS

(d) Formwork. Full depth repairs shall have a bottom surface formed to match the underside of the surrounding deck surface. Existing stay-in-place forms that are sound shall be cleaned and retained, otherwise suitable formwork shall be used and the concrete made to match the surrounding area. Removable formwork shall be removed by the Contractor after the repair has obtained the minimum required compressive strength of 3000 psi.

Placing and Finishing Concrete. The Contractor shall plan operations for a given repair area to be within the working time of the concrete mixture and the maintenance of traffic requirements for the project.

The work area shall be thoroughly wet down with potable water prior to repair placement and be maintained in a "saturated surface dry" condition until placement. The Contractor shall also remove any standing water in depressions with vacuum or oil-free compressed air ahead of the placement.

Repair concrete shall be placed in a continuous operation for a given repair area and the top surface shall match the surrounding concrete. The concrete shall be consolidated by hand or by machine vibration, depending on the depth.

Curing Concrete. Immediately after placement, the repair areas shall be cured in accordance with Subsection 802.17. Any curing compounds used shall be compatible with the polymer overlay system. Contractor substitution of lithium silicate curing compounds or other materials for these provisions will not be allowed.

Method of Measurement. Bridge Deck Repair for Polymer Overlays will be measured by the square foot of the total deck area actually repaired at the direction of the Engineer.

Replacement reinforcing steel, if required, will be measured in accordance with Section 804.

Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for Bridge Deck Repair for Polymer Overlays, which price shall be full compensation for the removal and disposal of concrete; for the installation and removal of any required formwork; for surface preparation; for repair of any damaged reinforcing coatings; for furnishing, placing, consolidating, finishing, and curing concrete; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Replacement reinforcing steel, if required, will be paid for in accordance with Section 804.

Payment will be made under:

Pay Item	Pay Unit
Bridge Deck Repair for Polymer Overlays	Square Foot

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 020654

PARTNERING REQUIREMENTS

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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
CONSTRUCTION ON RAILROAD RIGHT-OF-WAY

GENERAL

The requirements of this Special Provision are intended to apply to construction activities on the North Louisiana & Arkansas Railroad right-of-way at the at-grade crossing on Hwy. 65, Section 19, Logmile 8.24 in McGehee, Arkansas (DOT No. 425-686P). These requirements are in addition to construction details on the Plans or called for elsewhere in the Specifications.

The authorized representative for the North Louisiana & Arkansas Railroad is Mr. Danny Robbins, Vice President and General Manager, North Louisiana & Arkansas Railroad, 4416 S. Arkansas Ave., Russellville, Arkansas 72802-8405, Telephone (479) 857-6103.

CONSTRUCTION

The Contractor shall give at least ten day's advance notice to the Railroad Company's authorized representative before starting any work whatsoever in the vicinity of the tracks. The Contractor shall reimburse the Railroad Company for any expense to the Company for all flagmen or other protective services or devices deemed necessary by the Railroad Company management during the performance of the work.

Fiber optic cable systems may be buried on the Railroad's property. The Contractor shall telephone the Arkansas One Call Center (800) 482-8998 to determine if fiber optic cable is buried anywhere on the Railroad's right-of-way within the project limits. If it is, the Contractor shall telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for protection of the fiber optic cable prior to beginning any work on the Railroad's right-of-way.

No work will be allowed within fifty (50) feet of the nearest rail when trains pass the work site. ***A flagman may be required whenever any work is performed within twenty-five (25) feet of the nearest rail.*** The Contractor shall contact the Railroad to determine the cost of flagging and a right-of-entry agreement if required by the Railroad.

The Contractor shall protect and hold harmless the Railroad and any other railroad company occupying or using the Railroad's right-of-way or line of the Railroad against all loss, liability and damage arising from activities of the Contractor, its forces or any of its subcontractors or agents.

Upon completion of work, the Contractor shall remove from the Railroad's premises all equipment, surplus material and debris, leaving the premises in a neat condition satisfactory to Railroad's superintendent.

PAYMENT

The costs incident to this Special Provision shall not constitute a separate pay item under this contract or be paid for directly but shall be considered to be subsidiary work pertaining to the various items of the contract.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
VALUE ENGINEERING

(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.
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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
VALUE ENGINEERING

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 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.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
JOB NO. 020654
VALUE ENGINEERING

(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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1,100
1,000,000	2,000,000	1,300
2,000,000	5,000,000	1,500
5,000,000	10,000,000	1,900
10,000,000	15,000,000	2,000
15,000,000	20,000,000	2,100
20,000,000	-----	2,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000	-----	750

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
CONTRACTOR'S LICENSE**

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

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

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

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

ISSUANCE OF PROPOSALS

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

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

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

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

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

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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 STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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.

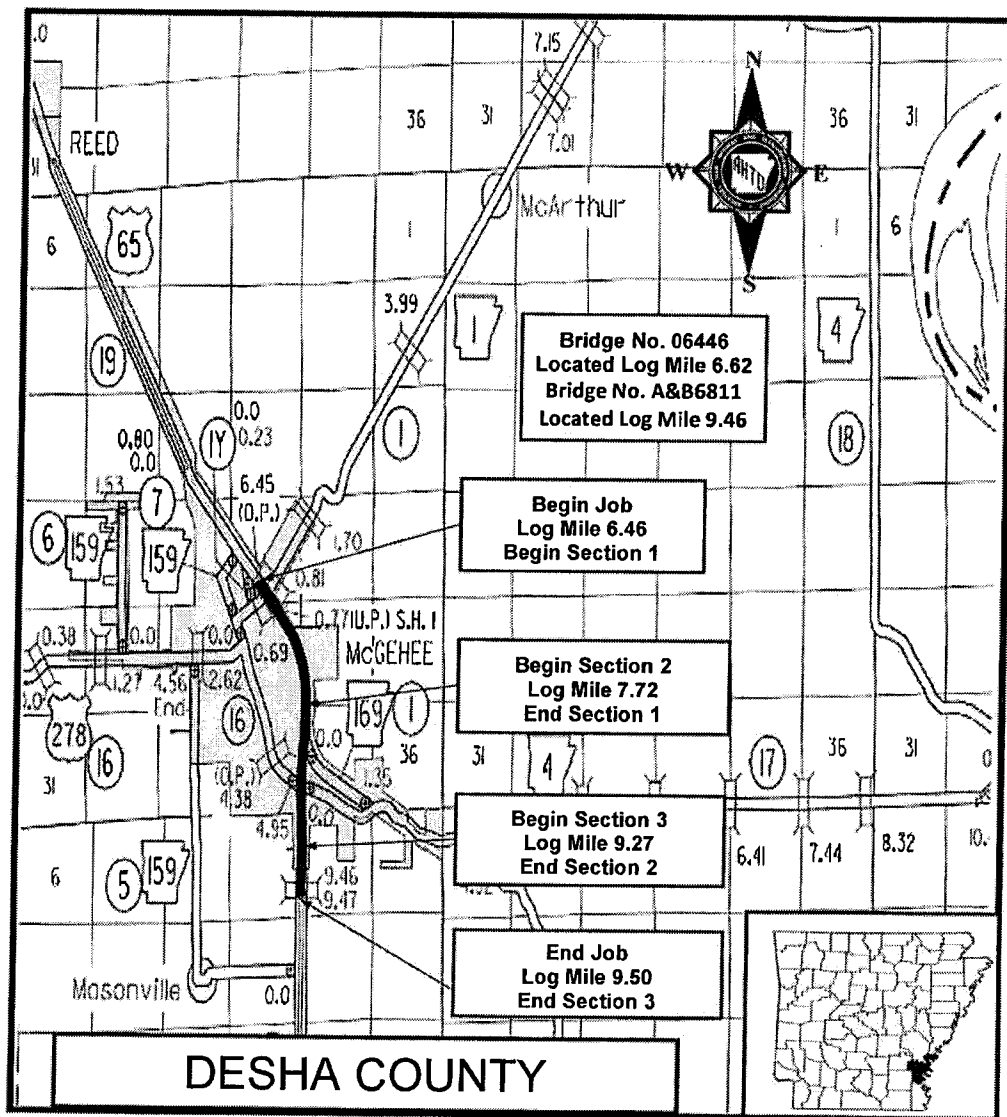
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
RETROREFLECTIVE SHEETING FOR
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

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.



PROJECT MID-POINT
LAT. 33° 37' 02"
LON. -91° 22' 57"

VICINITY MAP



JOB NO. 020654
F.A.P. NHPP-0021(39)
HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)
ROUTE 65, SECTION 19
DESHA COUNTY

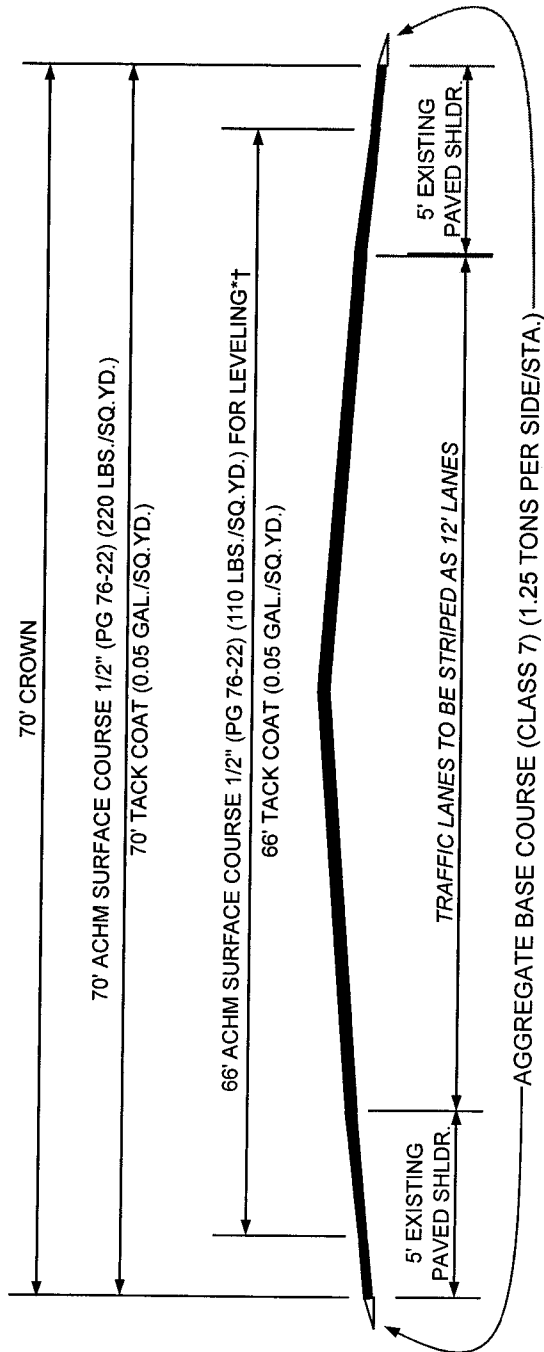
GENERAL NOTES FOR OVERLAY PROJECTS

Where existing driving lanes are to be overlaid, the cross-slope shall be as directed by the Engineer (normally this will conform to the existing cross-slope).

Where existing shoulders are to be overlaid or newly constructed shoulders are to be surfaced, the cross-slope shall be as directed by the Engineer (normally 2% to 6%). In super-elevated sections, the surface cross-slope of the new shoulder shall be at the direction of the Engineer, but generally shall match the cross-slope of the existing driving lanes. Preparatory work such as clipping the grass and debris from the edge of the existing roadway will not be paid for directly, but will be considered a part of the other items of work. After the roadway is completed, these "clippings" shall be pulled up to the edge of the new pavement by the Contractor. No direct payment will be made for this work.

Temporary transition ramps constructed at the end of the asphalt mat to carry traffic for short durations shall be constructed using any Department approved mixture for the type of hot mix in the mat being transitioned to, a type of asphalt hot mix that contains a finer gradation than the mat being transitioned to, or a cold plant mix. Measurement for the material used will be based on the accepted mix design for the type of asphalt hot mix specified in the plans for the mat being transitioned and payment will be at the contract unit prices bid for the various components of the mix.

The Contractor shall remove and reset existing mailbox posts and mailboxes, determined by the Engineer to be reusable, as necessary to restore the mailboxes to the proper height at completion of the overlay. This work will not be measured and paid for directly, but will be considered as included in the various other pay items of the Contract. If the Contractor damages the existing post or mailbox, the post or mailbox shall be replaced with an acceptable item, at no cost to the Department.



*LEVELING TO BE USED IF AND WHERE DIRECTED BY THE ENGINEER.

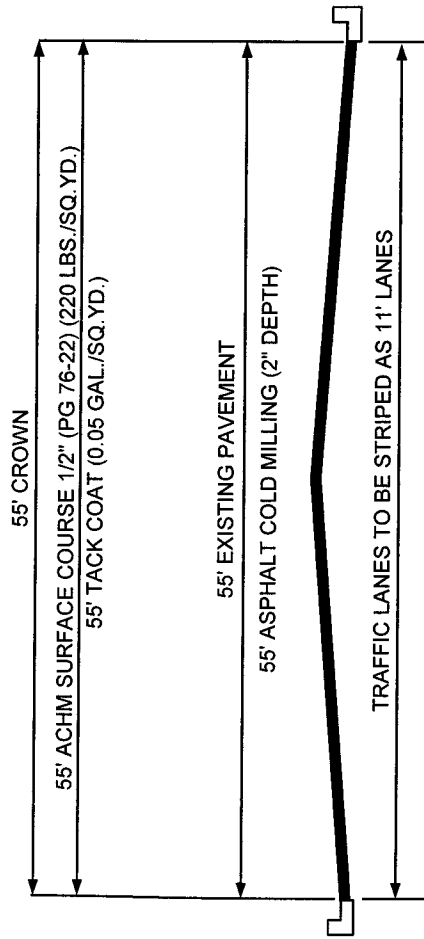
†ACHM FOR LEVELING TO TRANSITION FROM 1" TO 0" IN FIRST THREE FEET OF SHOULDER.

TYPICAL SECTION OF IMPROVEMENT

SECTION 1, LOG MILE 6.62 - 7.72

- Notes: (1) The Contractor shall be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service. Payment will be considered included in the bid price for the various bid items.
- (2) All joints in the final course shall be butt joints. This includes the beginning and ending locations and intersecting highways. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
- (3) Section consists of five 12' travel lanes.

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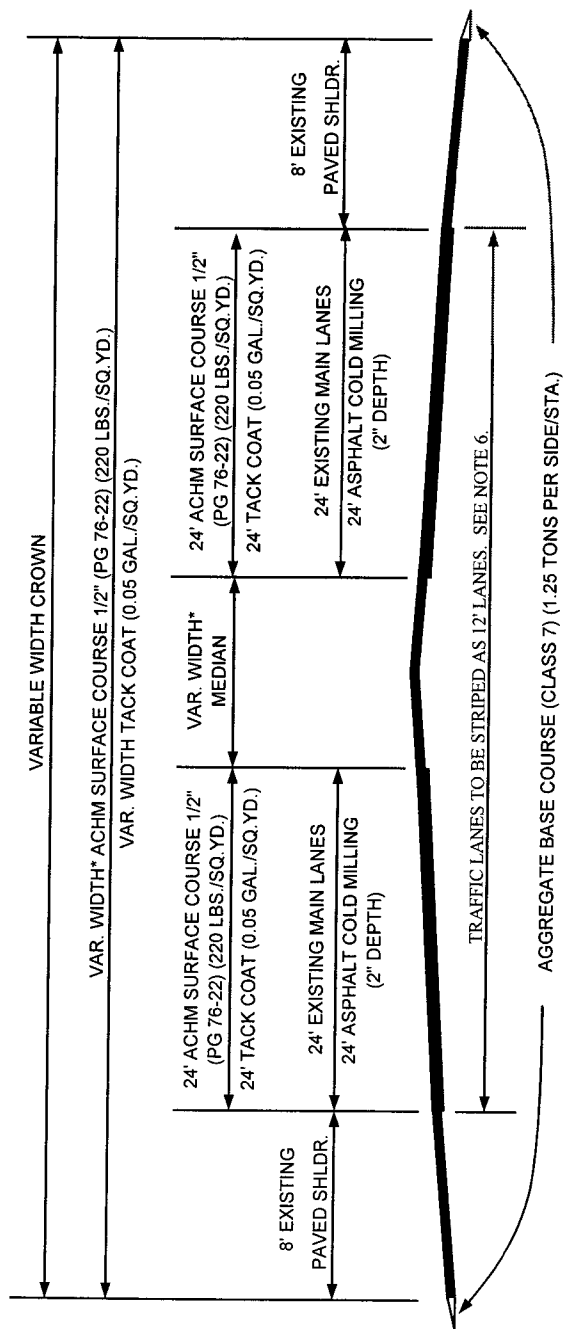


TYPICAL SECTION OF IMPROVEMENT

SECTION 2, LOG MILE 7.72 - 9.27

- Notes:
- (1) The Contractor shall be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service. Payment will be considered included in the bid price for the various bid items.
 - (2) All joints in the final course shall be butt joints. This includes the beginning and ending locations and intersecting highways.
 - (3) Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
 - (4) Unless otherwise directed by the Engineer, Cold Milling shall be a +/- 2" average depth.
 - (5) The cold milled surface shall be overlaid within 10 working days after the milling is completed.
 - (6) Material generated from Cold Milling operations shall remain the property of the Department and shall be transported to and stockpiled at the location specified in the Special Provision for Cold Milling Asphalt Pavement. No direct payment will be made for loading, hauling, and stockpiling of excess milling material; payment will be considered included in the price bid for Cold Milling Asphalt Pavement.
 - (7) Cold Milling shall be stockpiled in a trapezoidal shape, or as directed by the Engineer, which can be easily measured.
 - (8) Cold milling shall extend to a minimum of 2" below the existing gutterline at the curb edge.
 - (9) Section consists of five 11' travel lanes.

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TYPICAL SECTION OF IMPROVEMENT

SECTION 3, LOG MILE 9.27 - 9.46

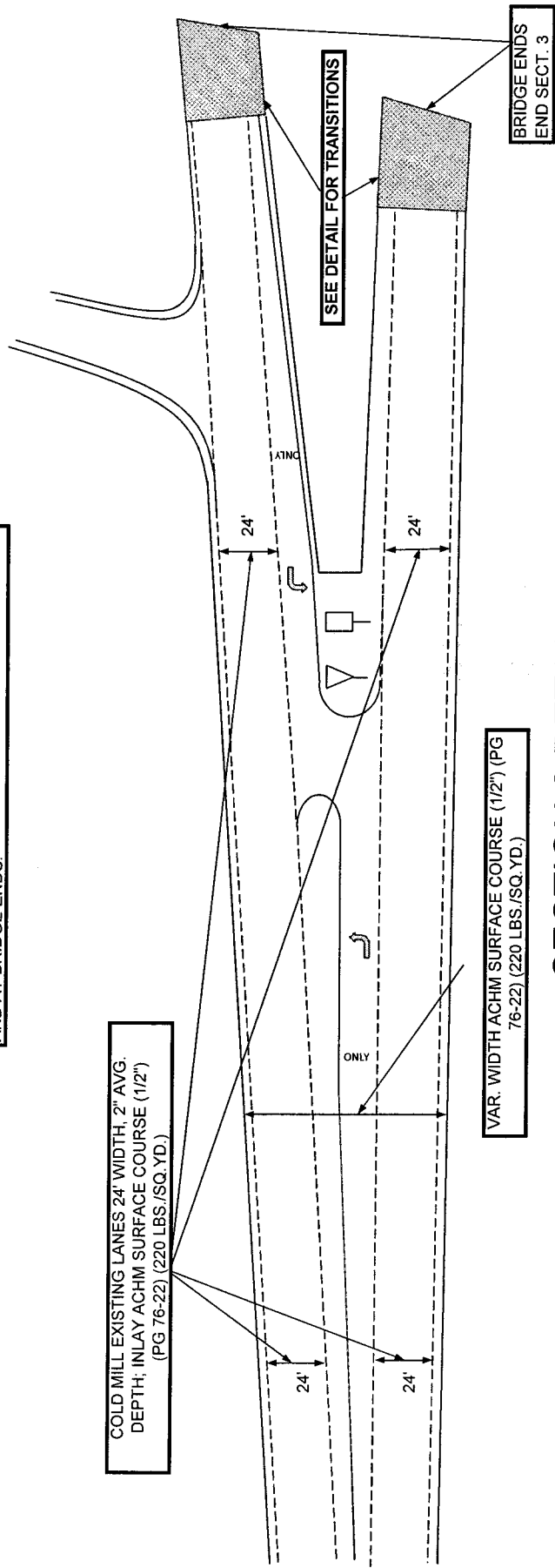
*SEE SECTION 3 DETAILS FOR ADDITIONAL NOTES CONCERNING SECTION 3

Notes:

- (1) The Contractor shall be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service. Payment will be considered included in the bid price for the various bid items.
- (2) All joints in the final course shall be butt joints. This includes the beginning and ending locations and intersecting highways. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
- (3) Unless otherwise directed by the Engineer, Cold Milling shall be a +/- 2" average depth.
- (4) The cold milled surface shall be overlaid within 10 working days after the milling is completed.
- (5) Material generated from Cold Milling operations shall remain the property of the Department and shall be transported to and stockpiled at the location specified in the Special Provision for Cold Milling Asphalt Pavement. No direct payment will be made for loading, hauling, and stockpiling of excess milling material; payment will be considered included in the price bid for Cold Milling Asphalt Pavement. Cold Milling shall be stockpiled in a trapezoidal shape, or as directed by the Engineer, which can be easily measured.
- (6) Section consists of four 12' travel lanes and a variable width median. See striping detail for layout of lanes and median areas.

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- NOTES FOR SECTION 3:**
1. COLD MILL EXISTING 24' LANES ONLY (2" AVG. DEPTH.)
 2. INLAY COLD MILLED LANES WITH ACHM SURFACE COURSE (1/2") (PG 76-22) (220 LBS./SQ. YD.)
 3. OVERLAY ENTIRE SECTION WITH ACHM SURFACE COURSE (1/2") (PG 76-22) (220 LBS./SQ. YD.)
 4. SEE DETAIL FOR TRANSITIONS AT BEGINNING OF SECTION AND AT BRIDGE ENDS.



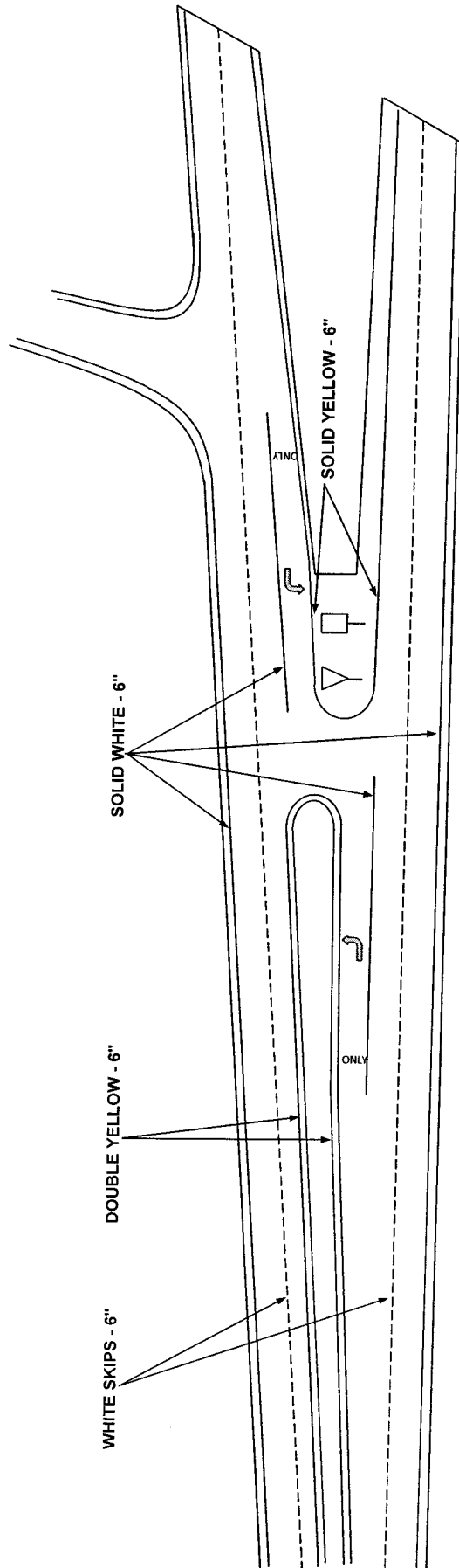
SECTION 3 DETAIL

COLD MILLING & PAVING DETAIL

Note: The existing "YIELD" and "KEEP RIGHT" signs at this location shall be maintained at all times for the duration of the work and shall be replaced at the correct location upon completion of the work. Payment for this work will be considered included in the bid price for various other bid items.

Not To Scale

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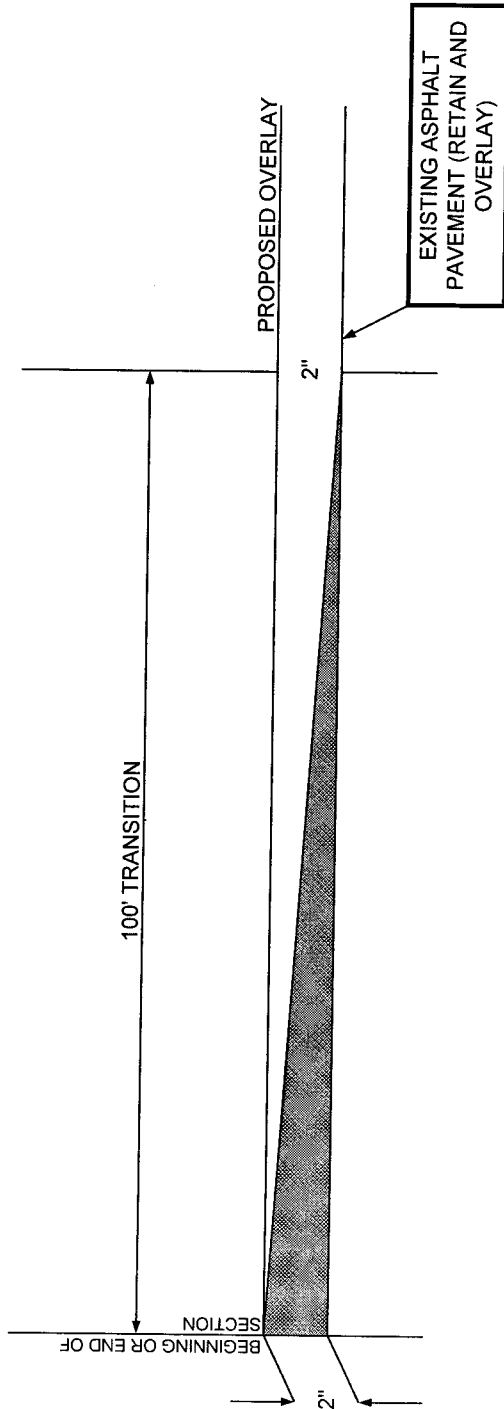
SECTION 3 DETAIL

PAVEMENT MARKING DETAIL

Note: The existing "YIELD" and "KEEP RIGHT" signs at this location shall be maintained at all times for the duration of the work and shall be replaced at the correct location upon completion of the work. Payment for this work will be considered included in the bid price for various other bid items.

Not to Scale

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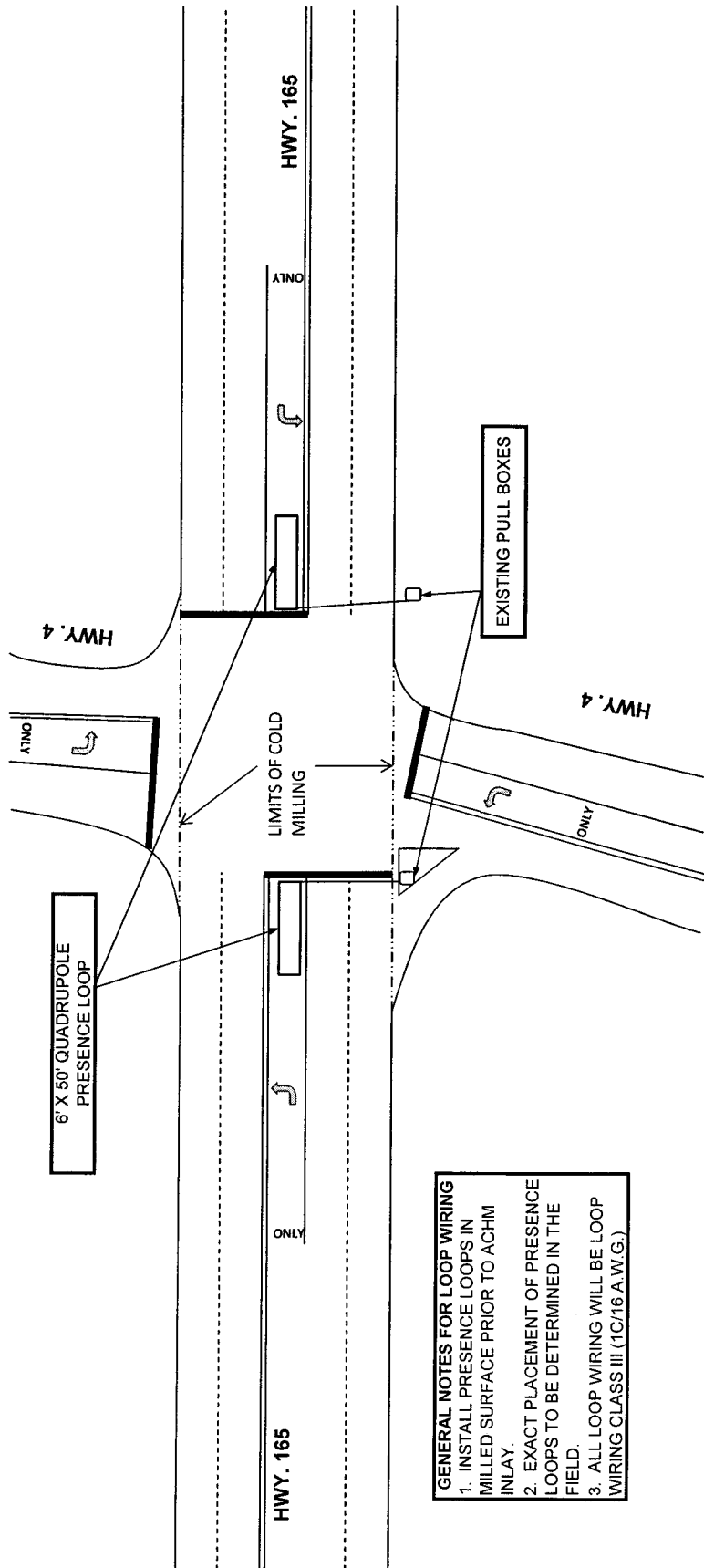


DETAIL FOR TRANSITIONS

Notes:

- (1) All joints in the final course shall be butt joints. This includes the beginning and ending locations, bridge ends and intersecting highways. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
- (2) Unless otherwise directed by the Engineer, Cold Milling shall be a +/- 2" average depth.
- (3) The cold milled surface shall be overlaid within 10 working days after the milling is completed.
- (4) Material generated from Cold Milling operations shall remain the property of the Department and shall be transported to and stockpiled at the location specified in the Special Provision for Cold Milling Asphalt Pavement. No direct payment will be made for loading, hauling, and stockpiling of excess milling material; payment will be considered included in the price bid for Cold Milling Asphalt Pavement. Cold Milling shall be stockpiled in a trapezoidal shape, or as directed by the Engineer, which can be easily measured.

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GENERAL NOTES FOR LOOP WIRING

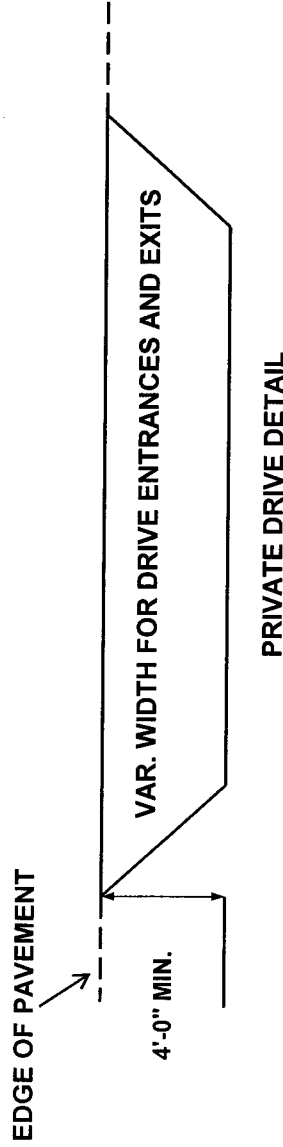
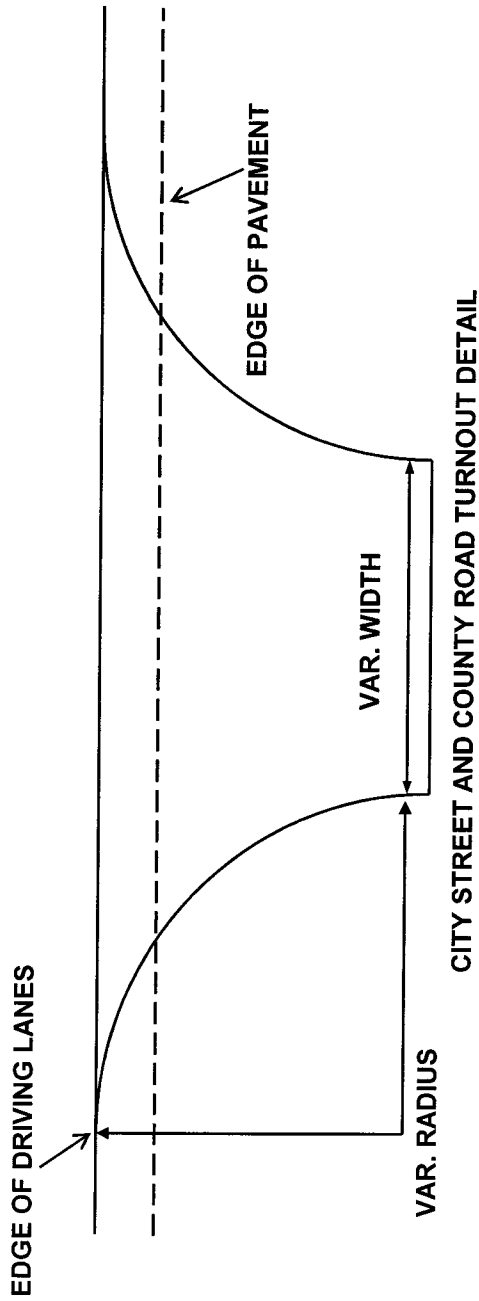
1. INSTALL PRESENCE LOOPS IN MILLED SURFACE PRIOR TO ACHM INLAY.
2. EXACT PLACEMENT OF PRESENCE LOOPS TO BE DETERMINED IN THE FIELD.
3. ALL LOOP WIRING WILL BE LOOP WIRING CLASS III (1C/16 A.W.G.)

Not to Scale

LOOP LOCATION DETAILS

HWY. 65 / HWY. 4 INTERSECTION

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TYPICAL DRIVEWAY AND TURNOUT DETAILS

Notes:

- (1) The Contractor shall be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service. Payment will be considered included in the bid price for the various bid items.
- (2) All joints in the final course shall be butt joints. This includes the beginning and ending locations, bridge ends and intersecting highways. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
- (3) City street turnouts vary in width from 16' - 40'. Radii range from 20' - 25'.

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TRAFFIC CONTROL DEVICES

SIGNS	NO.	SQ. FT. PER SIGN	SQ. FT. TOTALS
W20-1 1500 FT.	3	16	48
W20-1 1000 FT.	3	16	48
W20-1 500 FT.	3	16	48
W20-1 AHEAD	12	16	192
G20-1 RD. WORK NEXT	3	10	30
G20-2A END ROAD WORK	3	8	24
TOTAL:			390

PAVEMENT MARKINGS

SECTION	LOG MILE	LOG MILE	CONSTRUCTION				THERMOPLASTIC PAVEMENT MARKINGS						RAISED PAVEMENT MARKERS (TYPE II)	
			PVMNT. MARKINGS		Y.L. (6") LIN. FT.	WH. (4") LIN. FT.	Y.L. (6") LIN. FT.	WH. (6") LIN. FT.	RR EMBLEMS EACH	ARROWS EACH	WORDS EACH	Y.L./Y.L. EACH	(WH./RD.) EACH	
			Y.L. (4") LIN. FT.	WH. (4") LIN. FT.										
1	6.62	7.72	14652	2988	14652	14394			2	2	137	150		
2	7.72	9.27	18702	4272	19102	4472	120	4	5	5	180	198		
3	9.27	9.46	2242	777	2242	2620			2	2	18	38		
TOTALS:			43633		35996	21486	120	4	9	9		721		

- Notes: (1) The cost of any additional signs, barricades, or devices of temporary nature that may be necessitated by the contractor's sequence of operations or standard drawings TC-1, TC-2, TC-3, and MUTCD shall be considered subsidiary items. Any additional permanent signs, barricades, or devices placed by the contractor for his own convenience shall not be paid for.
- (2) Signs previously authorized and paid for, which become damaged beyond use at no fault of the contractor and need to be replaced, shall be replaced and paid for in accordance with Section 604 of the Standard Specifications. Replacement for any stolen signs will not be paid for but shall be the responsibility of the contractor.
- (3) Install a full set of advance warning signs at Hwy. 65 North and a gated full set South of the Project.
- (4) 12" Thermoplastic pavement marking shall be used for all stop bars.
- (5) This project is designated as a high volume roadway.
- (6) RPM's are to be placed on 80' centers.

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ACHM PATCHING OF EXISTING ROADWAY

LOCATION	LENGTH (MILES)	TONS
*ENTIRE PROJECT	2.84	175
TOTAL:		175

*Note: To be used if and where directed by the Engineer. See Sec. 104.03 of the 2014 Std. Specs.

AGGREGATE BASE COURSE

SECTION	LOG MILE	LOG MILE	LOCATION	LENGTH	STATIONS	AGGREGATE BASE COURSE (CL. 7)
				LIN. FT.		TONS
1	6.62	7.72	SHOULDERS LT. & RT.	5808	58.08	145.2
3	9.27	9.46	SHOULDERS LT. & RT.	1003	10.03	25.1
TOTAL:						170.3

BASIS OF ESTIMATE:

AGGREGATE BASE COURSE (CLASS 7) _____ 1.25 TONS PER SIDE/STATION

COLD MILLING ASPHALT PAVEMENT

SECTION	LOG MILE	LOG MILE	LENGTH LIN. FT.	WIDTH FEET	AREA SQ. YD.
2	7.72	9.27	8184	55	50013
3	9.29	9.44	803	48	4283
TRANSITIONS					
1			200	70	1556
3			200	76	1689
TOTAL:					57541

TRAFFIC SIGNAL EQUIPMENT

SECTION	LOCATION	LOOP WIRING CLASS III (1C/16 A.W.G.)	FEEDER WIRE	NON-METALLIC CONDUIT (1")
		LIN. FT.	LIN. FT.	LIN. FT.
2	INTERSECTION OF HWY. 65 AND HWY. 4	968	50	50
TOTALS:		968	50	50

- Notes:
- (1) All joints in the final course shall be butt joints. This includes the beginning and ending locations, intersecting highways, and bridge ends. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
 - (2) Unless otherwise directed by the Engineer, Cold Milling shall be a +/- 2" average depth.
 - (3) The cold milled surface shall be overlaid within 10 working days after the milling is completed.
 - (4) Material generated from Cold Milling operations shall remain the property of the Department and shall be transported to and stockpiled at the location specified in the Special Provision for Cold Milling Asphalt Pavement. No direct payment will be made for loading, hauling, and stockpiling excess milled material at the designated sites; payment will be considered included in the price bid for Cold Milling Asphalt Pavement.
 - (5) Actual Location of Loop Wiring to be determined in the field.
 - (6) Install Loop Wiring (Class III) in milled surface prior to placing ACHM Overlay.

ACHM SURFACING QUANTITIES

LOCATION	LOG MILE		LENGTH FEET	WIDTH FEET	TACK COAT		ACHM SURFACE COURSE (1/2") (PG 76-22)		
	FROM	TO			SQ. YDS.	GALS.	SQ. YDS.	LBS./SQ. YD.	TONS
SECTION 1									
MAIN LANES	6.62	7.72	5808	70	45173.3	2258.7	45173.3	220.0	4969.1
(3) TURNOUTS					279.0	14.0	279.0	220.0	30.7
(31) DRIVEWAYS					640.7	32.0	640.7	220.0	70.5
SECTION 2									
MAIN LANES	7.72	9.27	8184	55	50013.3	2500.7	50013.3	220.0	5501.5
SECTION 3									
MAIN LANES	9.27	9.46	1003	48	5349.3	267.5	5349.3	220.0	588.4
MAIN LANES	9.27	9.46	1003	VAR.	9925.4	496.3	9925.4	220.0	1091.8
(1) TURNOUT					86.0	4.3	86.0	220.0	9.5
ADDITIONAL FOR LEVELING									
MAIN LANES	6.62	7.72	5608	66	41125.3	2056.3	41125.3	110.0	2261.9
TOTALS:					7629.8				14523.4

BASIS OF ESTIMATE:

TACK COAT _____ 0.05 GAL. PER SQ. YD.

MAX. NO. GYRATIONS (N_{max}) _____ 205
 MINERAL AGGREGATE _____ 94.8%
 ASPHALT BINDER (PG 76-22) _____ 5.2%

- Notes: (1) All joints in the final course shall be butt joints. This includes the beginning and ending locations, intersecting highways, and bridge ends. Milling shall be required to accomplish butt joint construction and will be paid for under the bid item Cold Milling Asphalt Pavement.
- (2) Preparatory work, such as clipping the grass and debris from the edge of the existing roadway, will not be paid for directly but will be considered a part of the other items of work.

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BRIDGE QUANTITIES

UNIT OF STRUCTURE	ITEM				
	804	804	809	SP JOB 020654	SP JOB 020654
	REINFORCING STEEL - BRIDGE (GRADE 60)	EPOXY COATED REINFORCING STEEL (GRADE 60)	SILICONE JOINT SEALANT	POLYMER OVERLAY	BRIDGE DECK REPAIR FOR POLYMER OVERLAYS
	LB.	LB.	LIN.FT.	SQ. YD.	SQ. FT.
BRIDGE NO. 06446	-	3,310	365	6,879	6,150
BRIDGE NO. A6811	335	-	113	726	620
BRIDGE NO. B6811	335	-	113	726	620
TOTALS	670	3,310	591	8,331	7,390

NOTE:
EXISTING BRIDGE DECKS DO NOT HAVE ASPHALTIC OVERLAYS.

QUANTITIES SHOWN FOR "POLYMER OVERLAY" INCLUDE EXISTING APPROACH GUTTERS.

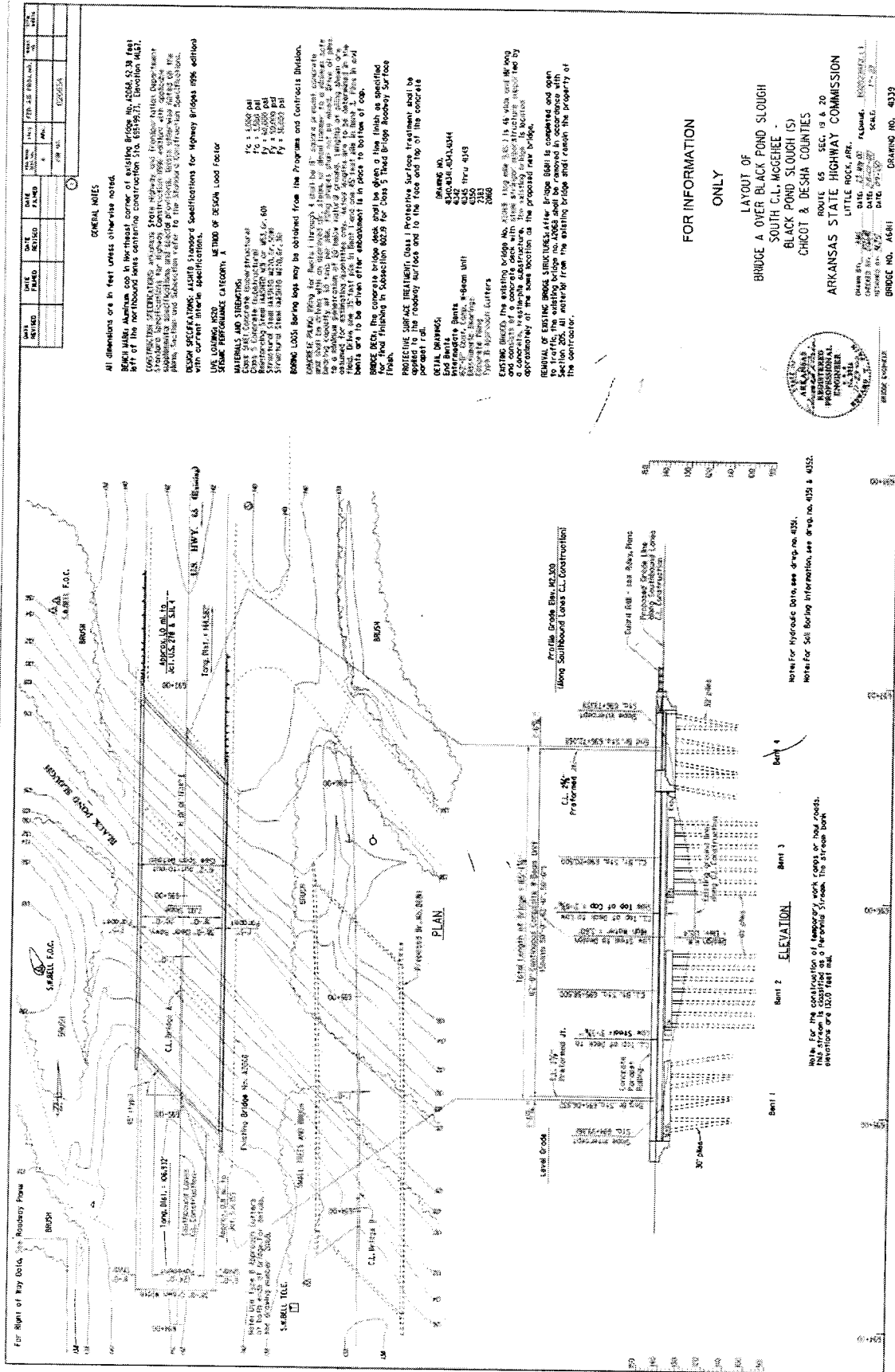
QUANTITIES SHOWN FOR "REINFORCING STEEL - BRIDGE (GRADE 60)", "EPOXY COATED REINFORCING STEEL (GRADE 60)" & "BRIDGE DECK REPAIR FOR POLYMER OVERLAYS" ARE FOR ESTIMATING AND BIDDING PURPOSES ONLY. ACTUAL QUANTITY, IF ANY, WILL BE DETERMINED IN THE FIELD.

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SUMMARY OF QUANTITIES

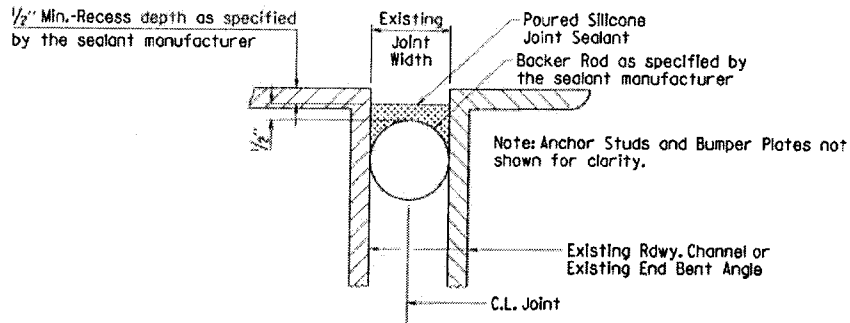
ITEM NO.	ITEM	QUANTITY	UNIT
SS & 303	AGGREGATE BASE COURSE (CLASS 7)	170	TON
SS & 401	TACK COAT	7630	GALLON
SP, SS, & 407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	13768	TON
SP, SS, & 407	ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2")	755	TON
SP & 412	COLD MILLING ASPHALT PAVEMENT	57541	SQ.YD.
SP & 415	ACHM PATCHING OF EXISTING ROADWAY	175	TON
601	MOBILIZATION	1.00	L.S.
603	MAINTENANCE OF TRAFFIC	1.00	L.S.
SS & 604	SIGNS	390	SQ.FT.
604	CONSTRUCTION PAVEMENT MARKINGS	43633	LIN.FT.
SP	LOOP WIRING CLASS III (1C/16 A.W.G.)	968	LIN.FT.
704	FEEDER WIRE	50	LIN.FT.
710	NON-METALLIC CONDUIT (1")	50	LIN.FT.
719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	21486	LIN.FT.
719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	120	LIN.FT.
719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	35996	LIN.FT.
719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	9	EACH
719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	9	EACH
719	THERMOPLASTIC PAVEMENT MARKING (RAILROAD EMBLEMS)	4	EACH
721	RAISED PAVEMENT MARKERS (TYPE II)	721	EACH
STRUCTURES OVER 20'-0" SPAN			
804	REINFORCING STEEL-BRIDGE (GRADE 60)	670	LB.
804	EPOXY COATED REINFORCING STEEL (GRADE 60)	3310	LB.
809	SILICONE JOINT SEALANT	591	LIN.FT.
SP	BRIDGE DECK REPAIR FOR POLYMER OVERLAYS	7390	SQ.FT.
SP	POLYMER OVERLAY	8331	SQ.YD.

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DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.		020654	19	25

① 06446, A68II, B68II JOINT REPAIR



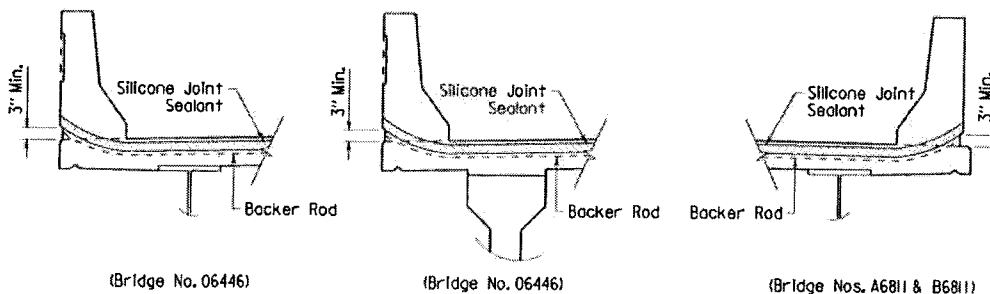
Notes: Existing Joint Seal shall be completely removed, backer rods placed, and Silicone Joint Sealant installed across the entire width of the bridge deck in accordance with these details, Section 809 and the Manufacturer's recommendations. Removal of existing Joint Seal will not be paid for directly, but shall be considered incidental to the item "Silicone Joint Sealant".

Backer rods shall be extended beyond the length of the poured joint in the initial joint repair area so that the two pieces can be properly spliced together prior to installing sealant for the adjacent joint repair. Manufacturer's recommendations shall be followed to prevent sealant leakage during repair work.

Backer rods shall be appropriately sized and set to the depth shown in the manufacturer's literature based on the joint width at the time of sealing. Except as noted, do not install more backer rod than can be sealed in the same day. The Contractor shall verify separation of the backer rod from the joint material after joint material has set.

Backer rod shall be notched or otherwise fit around any existing seal supports or bumper plates to maintain its proper depth as defined above.

POURED SILICONE JOINT SEAL DETAILS



JOINT SEAL PLACEMENT AT RAIL

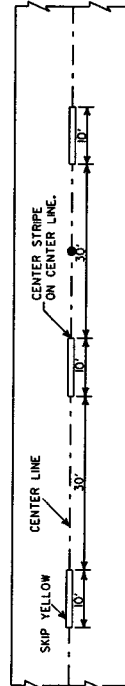
SECTION AND SUBSECTION REFER TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2014 EDITION).

DETAILS OF JOINT REPAIR

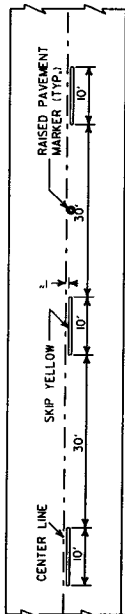
ROUTE SEC.
ARKANSAS STATE HIGHWAY COMMISSION
LITTLE ROCK, ARK.

DRAWN BY: EOR DATE: 1/17/2017 FILENAME: D020654.JLdgn
CHECKED BY: JHP DATE: 1/18/17 SCALE: NO SCALE
DESIGNED BY: STD DATE: --
BRIDGE NOS. 06446, A68II, B68II

- NOTES:
1. REFER TO THE STRIPING DETAILS FOR PAVEMENT MARKING LINE WIDTHS.
 2. THIS DRAWING SHALL BE USED IN CONJUNCTION WITH THE LATEST REVISED ADDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
 3. RAISED PAVEMENT MARKERS SHALL BE PLACED ON AN 80 FEET SPACING UNLESS OTHERWISE SHOWN IN THE PLANS.

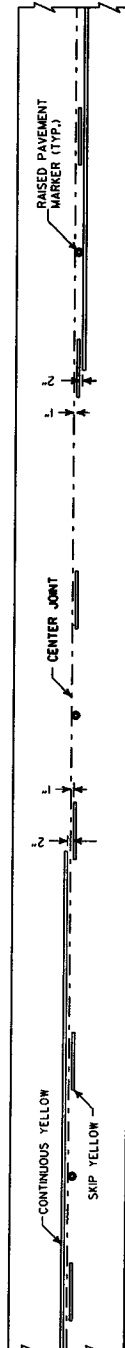


ASPHALT PAVEMENT

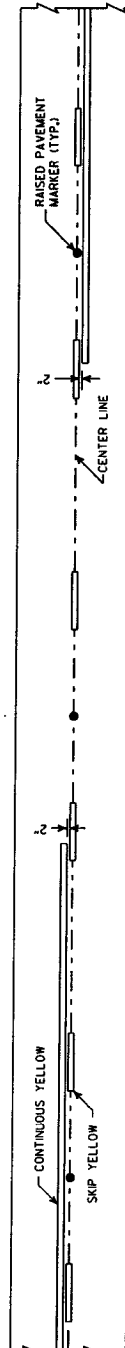


CONCRETE PAVEMENT

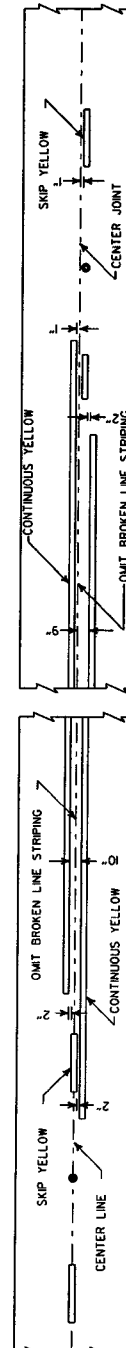
BROKEN LINE STRIPING



SOLID LINE STRIPING ON CONCRETE PAVEMENT



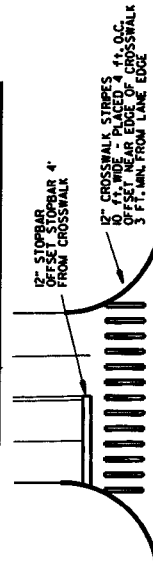
SOLID LINE STRIPING ON ASPHALT PAVEMENT



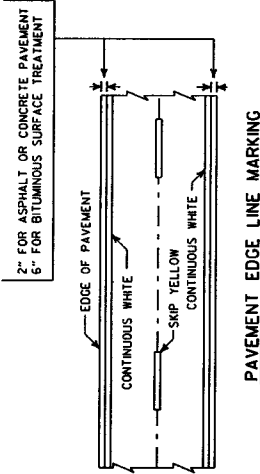
ASPHALT PAVEMENT

CONCRETE PAVEMENT

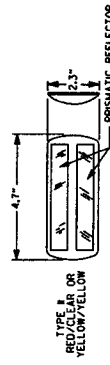
STRIPING AT ADJACENT NO PASSING LANES



CROSSWALK AND STOPBAR DETAILS



PAVEMENT EDGE LINE MARKING



NOTE:
THE LENS OF THE TYPE 1 R.P.M. SHALL FACE THE INCORRECT TRAFFIC MOVEMENT.

DETAIL OF STANDARD RAISED PAVEMENT MARKERS

NOTE:
CONTRACTORS SHOWN FOR RAISED PAVEMENT MARKERS ARE TYPICAL. THE CONTRACTOR SHALL SUBMIT A PROPOSAL FOR THE MARKERS WITH THE APPROVAL OF THE ENGINEER. REQUESTING APPROVAL FOR SIMILAR MARKERS MAY BE MADE BY REFERRING TO THE AHD QUALIFIED PRODUCTS LIST.

DATE	REVISION	REVISION	DATE
5-12-13	REVISED LINE WIDTHS, SPACING, & NOTES		
9-12-13	REVISED DETAIL OF STANDARD		
4-17-10	REVISED GENERAL NOTES & REMOVED FLOWABLE P.M.T. MARKERS		
4-18-04	REVISED NOTE 2 & GENERAL		
8-22-02	ADDED CROSSWALK & STOPBAR DTL.		
7-02-98	ADDED DETAIL OF STOPBAR		
4-28-96	REVISED PAVEMENT MARKERS		
5-30-80	REVISED PAVEMENT MARKERS		
5-30-80	ADDED PAVEMENT MARKERS		

12" CROSSWALK STRIPES TO 4" WIDE AS PLACED 4' FROM EDGE OF CROSSWALK 9' FROM LINE EDGE

12" STOPBAR OFFSET STOPBAR 4' FROM CROSSWALK

ARKANSAS STATE HIGHWAY COMMISSION

PAVEMENT MARKING DETAILS

STANDARD DRAWING PH-1

LOOP DETECTOR INSTALLATION AND TESTING

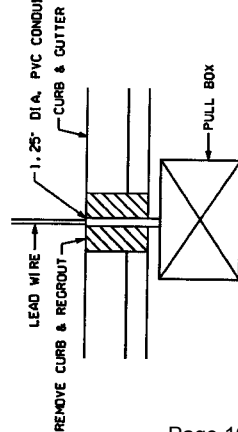
NOTES:

1. LOOPS WITH A PERIMETER GREATER THAN 40' SHALL HAVE TWO TURNS. LOOPS WITH A PERIMETER LESS THAN OR EQUAL TO 40' SHALL HAVE THREE TURNS. UNLESS OTHERWISE NOTED ON THE PLANS, QUADRUPOLE LOOPS SHALL BE TWO TURNS 12-4-2 CONFIGURATION. UNLESS OTHERWISE NOTED.
2. LOOP AND FEEDER WIRE SHALL BE CONTINUOUS WITHOUT SPICES EXCEPT AT THE LOOP/FEEDER WIRE SPICE AS SHOWN. SPICE SHALL BE ROSEN SOLDERED AND WATERPROOFED WITH AN ACCEPTED SPICE KIT. DRAIN WIRE SHALL BE GROUNDING IN CABINET AND INSULATED AT LOOP TO FEEDER SPICE.
3. THE LOOP TO FEEDER SPICE, FEEDER JACKET AND JACKET OF LOOP WIRE IN DUCT SHALL BE COMPLETELY SEALED AND WATERPROOFED.
4. CONTRACTOR MAY MAKE CONNECTIONS TO SIGNAL CABLE AND LOOP TO FEEDER CONNECTION AT TERMINAL STRIPS MOUNTED TO POLE WIRE HAND HOLD COVER AS SHOWN IN DETAIL. TERMINALS MUST BE EASILY ACCESSIBLE BUT PROTECTED AGAINST ACCIDENTAL CONTACT. CONNECTION OF POWER CARRYING CIRCUITS MUST BE SEPARATED FROM LOOP OR LOGIC CIRCUITS. ALL CONNECTIONS TO TERMINAL STRIPS SHALL UTILIZE SPADE LOOPS OR AS APPROVED BY THE ENGINEER.
5. EACH LOOP SHALL HAVE A SEPARATE "FEEDER WIRE" UNLESS OTHERWISE NOTED. ALL FEEDER WIRES SHALL BE LABELED AS TO LOOP NUMBER AS DESIGNATED ON THE PLANS.
6. ALL LOOP WIRE ENTERING PULL BOXES SHALL BE ENCLOSED IN CONDUIT. EACH LOOP WIRE SHALL ENTER PULL BOX OR POLE BASE THROUGH A SEPARATE PIECE OF ONE INCH (1") CONDUIT.
7. LOOP WIRE FROM LOOP TO CONDUIT IS NOT TWISTED. LOOP WIRE IN THE CONDUIT MUST BE TWISTED TWO TO FIVE TURNS PER FOOT.
8. WARRANTY PERIOD FOR LOOPS SHALL NOT COMMENCE UNTIL TESTED BY THE CONTRACTOR AND ACCEPTED BY THE ENGINEER. CONTRACTOR SHALL PERFORM TEST AND PROVIDE A RECORD TO THE ENGINEER AS LISTED IN THE DETECTOR LOOP TESTING PROCEDURE.
9. UNLESS OTHERWISE APPROVED BY THE ENGINEER, BACKER ROD SHALL BE INSTALLED IN SHORT SECTIONS SPACED NOT MORE THAN 18" APART AND WEDGED INTO SLOT TO HOLD CABLE IN PLACE. CABLE SHALL BE TOTALLY ENCASED IN SEALER.
10. "HOT POUR" SEALER SHALL NOT BE ALLOWED WITH 705-LOOP WIRING IN DUCT.
11. WHERE UNDERGROUND SPICES OF SIGNAL CABLE ARE REQUIRED, CONNECTIONS SHALL BE SOLDERED AND COMPLETELY WATERPROOFED TO THE SATISFACTION OF THE ENGINEER. WATERPROOFING SHALL EXTEND A MINIMUM OF TWO INCHES PAST THE SIGNAL CABLE JACKET AND SHALL COMPLETELY COVER ALL INDIVIDUAL CONDUCTORS OF THE SIGNAL CABLE.
12. CONTRACTOR SHALL CONNECT A SEPARATE NEUTRAL FOR EACH LOOP, SWITCH REPRESENTED ON EACH SIGNAL POLE. ONLY ONE NEUTRAL IS REQUIRED FOR PEDESTRIAN SIGNALS. A SEPARATE 3C (TYPICAL) IS PROVIDED FOR PEDESTRIAN PUSH BUTTONS.
13. TRAFFIC CONTROLLED CABINET AND LOOP SHALL BE SUCH THAT IT IS NOT NECESSARY TO SHUT DOWN POWER OR REMOVE LOAD SWITCHES IN ORDER TO TEST. IN ORDER TO TEST, THE DETECTOR LOOP SHALL BE INSTALLED IN SUCH A MANNER THAT IT CAN BE POWERED TO LOAD SWITCHES WITHOUT BACKFED TO LOAD SWITCH TOWER BUS DURING FLASH OPERATION.

TYPICAL PROCEDURE FOR DETECTOR LOOP TESTING

1. DISCONNECT AND TEST CONTINUITY (K 10 OHMS)
IF CONTINUITY IS BAD GO TO TEST 3
2. TEST INSULATION (800 VOLT TEST > 10 MEG-OHM)
IF TESTS 1 & 2 ARE GOOD, NO FURTHER TESTING IS NECESSARY.
RECORDED RESULTS CONSIST OF TESTS 1 & 2 FROM CONTROL CABINET WITH FEEDER WIRE CONNECTED TO LOOP.
3. OPEN SPICE (DO NOT BREAK CONNECTION) REPEAT TEST 1 & 2
IF TEST 3 IS BAD, GO TO TEST 4
4. BREAK SPICE, INSTALL JUMPER IN CABINET, REPEAT TESTS 1 & 2 SEPARATELY FOR FEEDER AND FOR LOOP

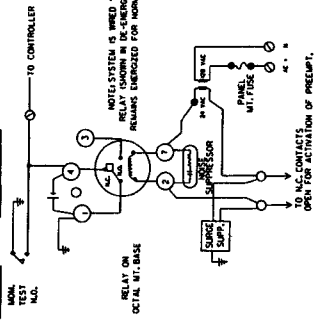
FAILURES TYPICALLY RESULT FROM BROKEN WIRE WHEN PULLING INSULATION OF LOOP OR FEEDER WIRE, OR POORLY INSULATED SPICE CONNECTION.



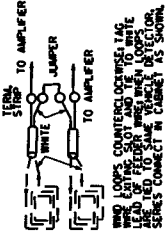
SECTION A-A
1.5" CONCRETE COMBINATION CURB AND GUTTER
PREFORMS - SAW COMPLETELY THROUGH CURB. ALTERNATE - WHEN INSTALLING PREFORMS ON SUBSTRATE, LEAD-INS MAY BE INSTALLED IN CONDUIT UNDERNEATH THE CURB AND GUTTER.

SPECIAL NOTE
IF FEEDER WIRE JACKET IS LEFT UNSEALED AND WATER IS ALLOWED TO ENTER JACKET, THE DETECTOR LOOP WILL BE REQUIRED TO REPLACE FEEDER AT NO COST TO THE DEPARTMENT.

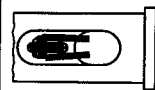
TRAFFIC SIGNAL PRE-EMPTION INTERFACE WIRING DIAGRAM



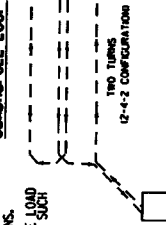
SERIES CONNECTED LOOPS



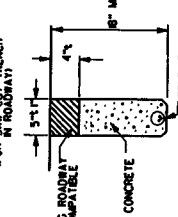
HANDHOLE TERMINAL



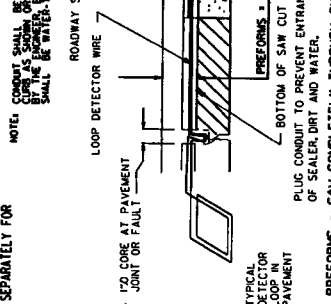
QUADRUPOLE LOOP



TRENCHING DETAIL



TYPICAL SECTION FOR PULSE AND PRESENCE LOOP DETECTORS



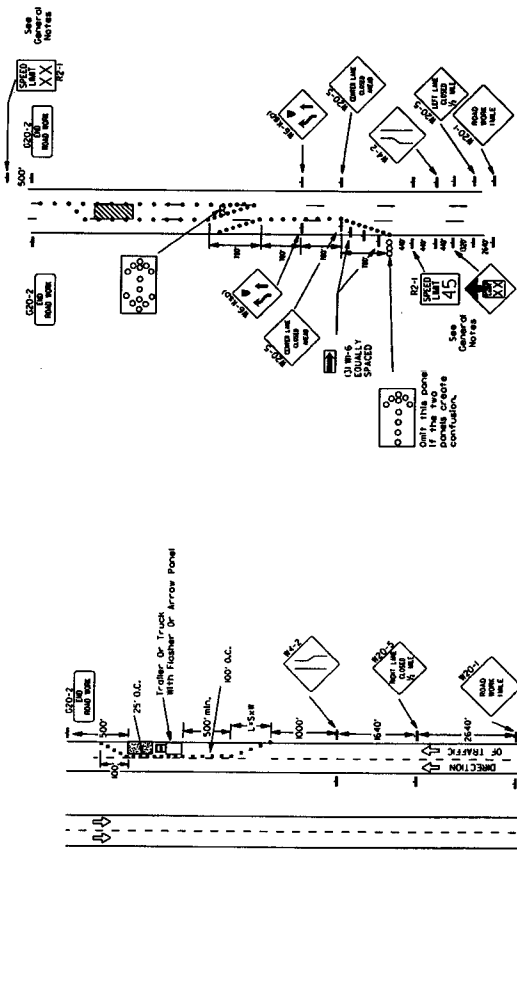
SECTION D-D
5/8" 1/2" IN ASPHALT
5/8" 1/2" IN CONCRETE

NO.	REVISION	DATE
1-2-13	ISSUED AS STANDARD DRAWING	
3-17-03	REVISED	
4-1-03	REVISED	
2-1-00	REVISED PRE-EMPTION TEST SWITCH	
4-8-98	REVISED NOTES	
1-2-95	ISSUED	

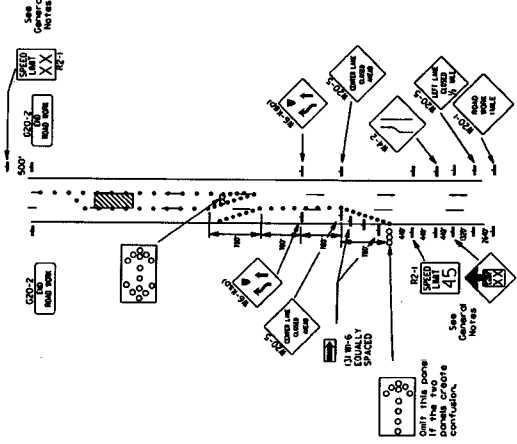
STANDARD DRAWING SD-4

Page 104 of 124

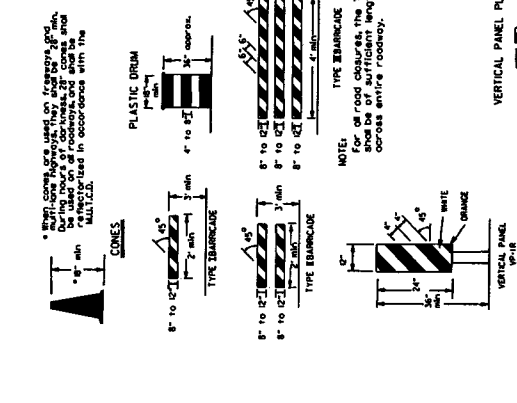
Channelizing devices



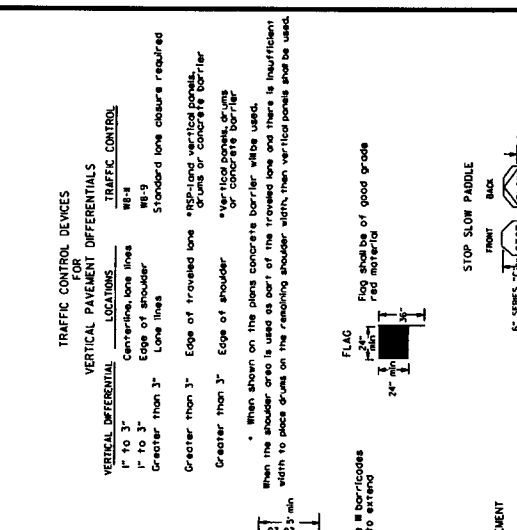
(A) Typical application - daytime maintenance operations of short duration on a 4-lane divided roadway where part of the roadway is closed.



(B) Typical application - 3-lane roadway where center lane is closed.



(C) Typical application - closing multiple lanes of a multi-lane highway.

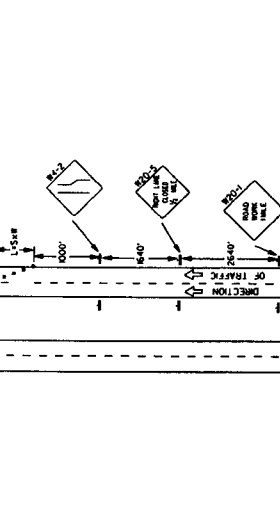
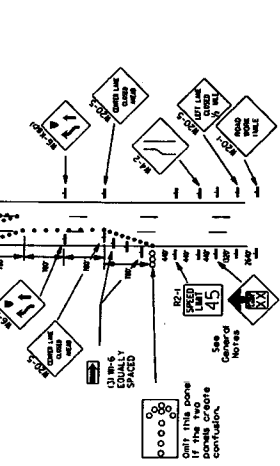
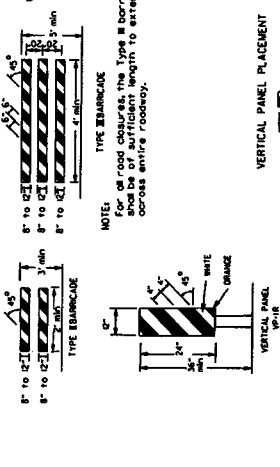
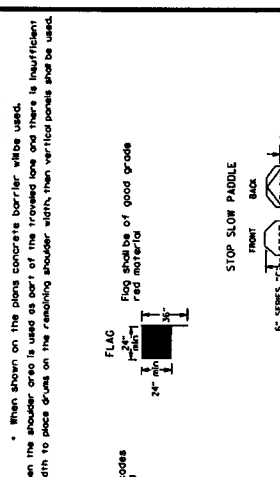


(D) Typical application - closing multiple lanes of a multi-lane highway.

TRAFFIC CONTROL DEVICES FOR VERTICAL PAVEMENT DIFFERENTIALS

VERTICAL DIFFERENTIAL	LOCATIONS	TRAFFIC CONTROL
1" to 3"	Centerline, lane lines	WB-4
Greater than 3"	Edge of shoulder	WB-9
Greater than 3"	Edge of traveled lane	Standard lane closure required
Greater than 3"	Edge of traveled lane	*RSP-land vertical panels, drums or concrete barrier
Greater than 3"	Edge of shoulder	*Vertical panels, drums or concrete barrier

* When shown on the plans concrete barrier will be used.
 * When the shoulder area is used as part of the traveled lane and there is insufficient width to place drums on the remaining shoulder width, then vertical panels shall be used.



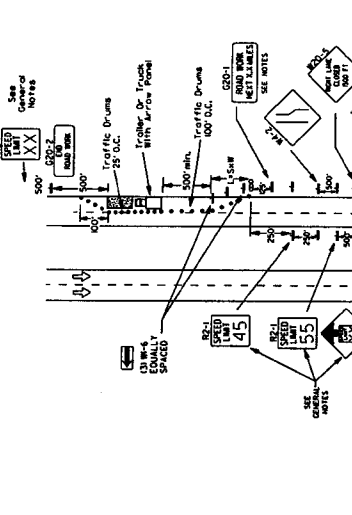
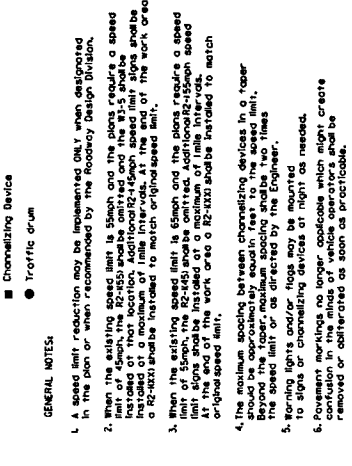
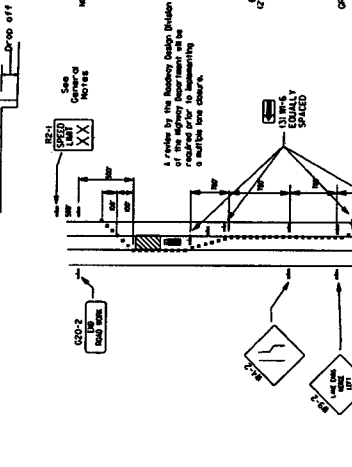
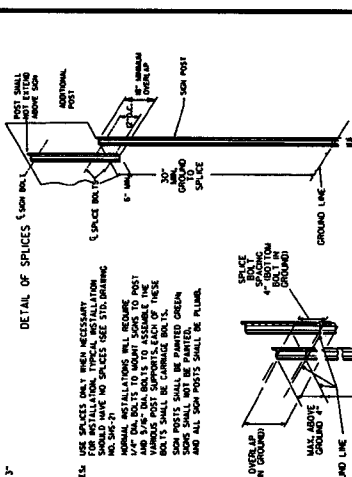
(E) Typical application - closing multiple lanes of a multi-lane highway.

(F) Typical application - closing multiple lanes of a multi-lane highway.

(G) Typical application - closing multiple lanes of a multi-lane highway.

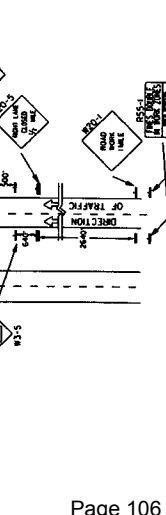
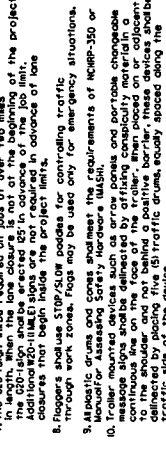
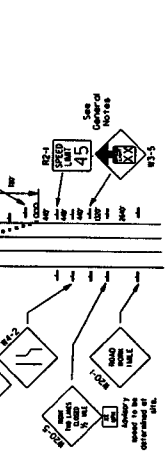
(H) Typical application - closing multiple lanes of a multi-lane highway.

(I) Typical application - closing multiple lanes of a multi-lane highway.



REVISIONS

NO.	DATE	DESCRIPTION
1	10-1-79	REVISED NOTE 2 & REPLACED R2-5A WITH R2-5
2	10-1-79	ADDED REFERENCE TO ALSO
3	10-1-79	REVISED SIZE DESIGNATIONS
4	10-1-79	ADDED NOTE
5	10-1-79	ADDED NOTE
6	10-1-79	ADDED NOTE
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97	10-1-79	ADDED NOTE
98	10-1-79	ADDED NOTE
99	10-1-79	ADDED NOTE
100	10-1-79	ADDED NOTE



(J) Typical application - closing multiple lanes of a multi-lane highway.

(K) Typical application - closing multiple lanes of a multi-lane highway.

(L) Typical application - closing multiple lanes of a multi-lane highway.

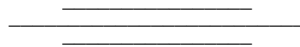
(M) Typical application - closing multiple lanes of a multi-lane highway.

ARKANSAS STATE HIGHWAY COMMISSION



STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

EDITION OF 2014



C O N T R A C T F O R M S

CONTRACT

CONTRACT SCHEDULE OF PRICES

STATUTORY PERFORMANCE BOND

STATUTORY PAYMENT BOND

ARKANSAS STATE HIGHWAY COMMISSION

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this date _____
by and between **PINE BLUFF SAND & GRAVEL CO.**

hereinafter referred to as the Contractor, and the Arkansas State Highway Commission, hereinafter referred to as the Commission, Witnesseth:

That for and in consideration of the payment to be made as set forth in the Contract Schedule of Prices, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in **DESHA** County, designated as

Job 020654 **FEDERAL AID PROJECT NHPP-0021(39)**

Job Name: HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)

consisting of an improvement of **State Highway 65, Section 19**, more specifically described in the Contract Schedule of Prices attached hereto, all in exact accord with the Construction Plans on file in the Office of the Commission at Little Rock, Arkansas; and with the Arkansas Standard Specifications for Highway Construction, Edition of 2014; and with the Proposal filed with the Commission on **February 22, 2017**; and with the Supplemental Specifications and Special Provisions accompanying said Proposal, copy of said Plans, Specifications, Supplemental Specifications, and Special Provisions being attached hereto and made a part hereof as fully as though copied in full herein; under the direct supervision of the Engineer, and to the entire satisfaction of the Commission, and in accordance with the laws of the State of Arkansas; and in case the United States Government is participating in any portion of the cost of the work, the work shall also be subject to inspection and approval at all times by the appropriate Federal agency.

The Contractor agrees, for the consideration set forth in the Contract Schedule of Prices, to begin work within ten days after a Work Order is issued by the Engineer and to complete the work **within forty-five (45) working days**. If the Contractor shall fail to complete the work within the time limit herein specified, he shall pay to the Commission, as liquidated damages, and not in the nature of a penalty, the sum of **within one thousand five hundred dollars (\$1,500.00)** for each day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the Commission will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the Commission agrees to pay for the work at the prices stipulated in the Contract Schedule of Prices, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this date _____

CONTRACTOR

PINE BLUFF SAND & GRAVEL CO.

BY: _____

PRINTED NAME: _____
(Must Be Legible)

ARKANSAS STATE HIGHWAY COMMISSION

BY: _____
Director of Highways and Transportation

Disclaimer:

This contract is being electronically signed. The Doc Express Document Signing History will be located on the final page of the executed contract. This document will have all dates and electronic signatures applicable to the execution of this contract.

Arkansas State Highway and Transportation Department
Contract Schedule of Prices

Letting Date: 2/22/2017

State Job No.: 020654

Federal Aid Project: NHPP-0021(39)

Job Name: HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)

Routes: 65

Sections: 19

Length: 2.840 Miles

Counties: DESHA

Description: THE PURPOSE OF THIS PROJECT IS TO OVERLAY 1.10 MILES AND MILL AND INLAY 1.74 MILES OF HWY. 65 IN DESHA COUNTY. THIS PROJECT CONSISTS OF AGGREGATE BASE COURSE, ACHM SURFACE COURSE, COLD MILLING, MAINTENANCE OF TRAFFIC, LOOP WIRING, PAVEMENT MARKINGS, POLYMER OVERLAY ON THREE BRIDGES (TOTAL LENGTH 1046.28'), AND MISC. ITEMS.

Contractor Address

PINE BLUFF SAND & GRAVEL CO.

P.O. BOX 7008

PINE BLUFF, AR 71611-7008

Contract Time: 45 Working Days

Contract Amount: \$2,145,601.46

Liquidated Damages: \$1,500 per Day

Arkansas State Highway and Transportation Department
Contract Schedule of Prices

State Job No.: 020654

Job Name: HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)

Federal Aid Project: NHPP-0021(39)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section	01 - PROPOSAL ITEMS			
0001	SS&303 - AGGREGATE BASE COURSE (CLASS 7)	170.000 TON	51.00	8,670.00
0002	SS&401 - TACK COAT	7,630.000 GAL	3.00	22,890.00
0003	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	13,768.000 TON	60.49	832,826.32
0004	SPSS407 - ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	755.000 TON	533.41	402,724.55
0005	SP&412 - COLD MILLING ASPHALT PAVEMENT	57,541.000 SQYD	2.35	135,221.35
0006	SP&415 - ACHM PATCHING OF EXISTING ROADWAY	175.000 TON	185.07	32,387.25
0007	603 - MAINTENANCE OF TRAFFIC	1.000 L.S.	15,800.00	15,800.00
0008	SS&604 - SIGNS	390.000 SQFT	9.00	3,510.00
0009	604 - CONSTRUCTION PAVEMENT MARKINGS	43,633.000 LF	0.30	13,089.90
0010	SP - LOOP WIRING CLASS III (1C/16 A.W.G.)	968.000 LF	12.00	11,616.00
0011	704 - FEEDER WIRE	50.000 LF	2.00	100.00
0012	710 - NON-METALLIC CONDUIT (1")	50.000 LF	10.00	500.00
0013	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (6")	21,486.000 LF	1.12	24,064.32
0014	719 - THERMOPLASTIC PAVEMENT MARKING WHITE (12")	120.000 LF	11.30	1,356.00
0015	719 - THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	35,996.000 LF	1.12	40,315.52
0016	719 - THERMOPLASTIC PAVEMENT MARKING (WORDS)	9.000 EACH	410.00	3,690.00
0017	719 - THERMOPLASTIC PAVEMENT MARKING (ARROWS)	9.000 EACH	355.00	3,195.00
0018	719 - THERMOPLASTIC PAVEMENT MARKING (RAILROAD EMBLEMS)	4.000 EACH	985.00	3,940.00
0019	721 - RAISED PAVEMENT MARKERS (TYPE II)	721.000 EACH	11.25	8,111.25
0020	804 - REINFORCING STEEL-BRIDGE (GRADE 60)	670.000 LB	0.45	301.50
0021	804 - EPOXY COATED REINFORCING STEEL (GRADE 60)	3,310.000 LB	0.55	1,820.50

Arkansas State Highway and Transportation Department
Contract Schedule of Prices

State Job No.: 020654

Job Name: HWY. 1 - KAUFMAN LN. (MCGEHEE) (S)

Federal Aid Project: NHPP-0021(39)

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
0022	809 - SILICONE JOINT SEALANT	591.000 LF	35.00	20,685.00
0023	SP - BRIDGE DECK REPAIR FOR POLYMER OVERLAYS	7,390.000 SQFT	26.00	192,140.00
0024	SP - POLYMER OVERLAY	8,331.000 SQYD	33.00	274,923.00
Section Total:				2,053,877.46
Section 02	MOBILIZATION			
0025	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.	91,724.00	91,724.00
Section Total:				91,724.00
Bid Total:				2,145,601.46

Letting Date: 02-22-17
Contract ID: 020654
Call Order: 070
Bidder: PINE02 - Pine Bluff Sand and Gravel Co.

Project(s): Z001-0021-039

10/9/98

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 sponsor at
the time proposals are submitted.

AFFIDAVIT

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

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

a. is not currently under suspension, debarment, voluntary exclusion,
or determination of ineligibility by any Federal, State, or Local agency;

b. has not been suspended, debarred, voluntarily excluded or
determined ineligible by any Federal, State, or Local agency within the
past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment
rendered by a court of competent jurisdiction in any matter involving
fraud or official misconduct within the past 3 years.

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

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

Page: 6
Date: 01-25-17
Revised:

Letting Date: 02-22-17 Project(s): Z001-0021-039
Contract ID: 020654
Call Order: 070
Bidder: PINE02 - Pine Bluff Sand and Gravel Co.

SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION (CONT'D)

EXCEPTIONS:

Applied To	Initiating Agency	Dates of Action
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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. 020654
F.A.P. NO. Z001-0021-039
Name of Bidder: Pine Bluff Sand and Gravel Co.

Letting Date: 02-22-17

Project(s): Z001-0021-039

Contract ID: 020654

Call Order: 070

Bidder: PINE02 - Pine Bluff Sand and Gravel Co.

10/9/98

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 State Highway and Transportation Department, Programs and Contracts 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 this 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.

Letting Date: 02-22-17
Contract ID: 020654
Call Order: 070
Bidder: PINE02 - Pine Bluff Sand and Gravel Co.

Project(s): Z001-0021-039

SUPPLEMENT TO PROPOSAL
CERTIFICATION FOR FEDERAL-AID CONTRACTS (CONT'D)

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

The bidder Pine Bluff Sand and Gravel Co., hereby certifies that he HAS 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 , 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. 020654
F.A.P. NO. Z001-0021-039
Name of Bidder: Pine Bluff Sand and Gravel Co.

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 STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

Page: 9
Date: 01-25-17
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Letting Date: 02-22-17 Project(s): Z001-0021-039
Contract ID: 020654
Call Order: 070
Bidder: PINE02 - Pine Bluff Sand and Gravel Co.

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 020654

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

If DBE participation sufficient to achieve the DBE goal established for this project is not provided within 5 calendar days of the date of the bid opening, the proposal will be rejected and the proposal guaranty shall become the property of the Commission, not as a penalty, but as liquidation of damages to the Department's DBE program.

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

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

Rev. 11-29-99

Rev. 1-14-15

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION****JOB 020654**

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

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 8% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown. **All work*

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
✓ Construction Management & Maintenance Co. PO Box 711 North Little Rock, AR 72115	0010 ✓	(704) ✓ Loop Wiring Class III	\$ \$11,616.00
	0011 ✓	(704) ✓ Feeder Wire	\$100.00
	0012 ✓	(710) ✓ Non-Metallic Conduit	\$500.00
	0025 ✓	(601) ✓ Mobilization	\$610.00 ✓
		Total	\$12,826.00 ✓

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

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

✓ Pine Bluff Sand and Gravel Co.
(Contractor)

By: ✓

David Armstrong

Title: Project Manager

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

DBE Firm:

DBE Owner or Authorized Representative's Signature:

1. ✓ Construction Management & Maintenance Co. ✓

2. _____

3. _____

4. _____

Rev. 11-29-99
Rev. 1-14-15

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 020654

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

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 8% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown. ** All work*

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
✓ Contractor's Specialty	0009✓	(604) Construction Pavement Markings	\$13,089.90
Service Company	0013✓	(719) Thermoplastic Pavement Marking White (6")	\$24,064.32
PO Box 1058	0014✓	(719) Thermoplastic Pavement Marking White (12")	\$1,356.00
Little Rock, AR 72089	0015✓	(719) Thermoplastic Pavement Marking Yellow (6")	\$40,315.52
	0016✓	(719) Thermoplastic Pavement Marking (Words)	\$3,690.00
	0017✓	(719) Thermoplastic Pavement Marking (Arrows)	\$3,195.00
	0018✓	(719) Thermoplastic Pavement Marking (RR Emblems)	\$3,940.00
	0019✓	(721) Raised Pavement Markers	\$8,111.25
		Total	\$97,761.99✓

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

Total for DBEs - \$ _____ of _____ % of bid.

✓ Pine Bluff Sand and Gravel Co.
(Contractor)

By: *[Signature]*

Title: Project Manager

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

<p>DBE Firm:</p> <p>1. ✓ Contractor's Specialty Service Company</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p>DBE Owner or Authorized Representative's Signature:</p> <p>✓ <i>[Signature]</i></p> <p>_____</p> <p>_____</p> <p>_____</p>
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Rev. 11-29-99
Rev. 1-14-15

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
JOB 020654

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

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 8% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown. **Supply only*

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
✓ Larco, Inc.		*SUPPLY ONLY*	\$
PO Box 1199	0004 ✓	(407) AB (PG76-22) ACHM Surf (1/2")	
Crossett, AR 71635		300 Tons @ \$482.16	
		Total = \$144,648.00	
		60% of Total	\$86,788.80 ✓
		Total	\$86,788.80 ✓

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

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

✓ Pine Bluff Sand and Gravel Co.
(Contractor)

By: *[Signature]*

Title: Project Manager

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

<p>DBE Firm:</p> <p>1. ✓ Larco, Inc.</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p>DBE Owner or Authorized Representative's Signature:</p> <p>✓ <i>[Signature]</i></p> <p>_____</p> <p>_____</p> <p>_____</p>
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