



Specifications

For

Jonesboro SRTS I (2010)

Job Number 100734

FAP No. SRSI – 1402(65)

(Bid #2011:50)

Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

P.O. Box 1845 ▪ 307 Vine Street ▪ Jonesboro, AR 72403 ▪ 870.932.2438

TABLE OF CONTENTS

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. UNIT PRICE SCHEDULE

V. BID BOND

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX. GENERAL CONDITIONS

X. SUPPLEMENTAL SPECIFICATIONS

XI. REQUIRED CONTRACT PROVISIONS

XII. SUPPLEMENTAL GENERAL CONDITIONS

XIII. SPECIAL CONDITIONS

XIV. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the Jonesboro SRTS I (2010) Job 100734 F.A.P. No. SRSI – 1402 (65) will be received at the Purchasing Department of the City of Jonesboro City Hall, 515 West Washington Ave., Jonesboro, Arkansas until 2:00 P.M. (Local Time) on January 4, 2012 and then publicly opened and read for furnishing all labor, material, and equipment, and performing all work required to construct sidewalks at Valley View Schools. All Submissions shall be annotated on the outside of the envelope with the bid number 2011:50.

The project consists of the construction of 2,500 Linear Feet of sidewalks and associated improvements.

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$25.00 Dollars per set from the City of Jonesboro, 307 Vine Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at www.jonesboro.org.

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be submitted in the original binding as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Jonesboro SRTS I (2010), Bid Number 2011:50 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to five (5) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the

site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

5. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in

money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

8. TIME FOR RECEIVING BIDS

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the

amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

13. BONDS AND INSURANCE

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

14. LEGAL QUALIFICATIONS

All Bidders, in order to submit a bonafide Proposal, must comply with the terms of Act 150 of the 1965 Acts of the Arkansas General Assembly, as amended.

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

15. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

III. PROPOSAL

Place BENTONVILLE, AR
Date JAN 4th. 2012

Proposal of CONSTRUMARR, INC.

a corporation organized and existing under the laws of the State of ARKANSAS

or

Proposal of NA

a partnership consisting of NA

or

Proposal of NA

an individual doing business as NA

TO: City of Jonesboro

This bid results from your advertisement for bids for Jonesboro SRTS I (2010) Job 100734 F.A.P. No. SRSI - 1402(65).

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

NA Dated NA
NA Dated NA

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified check/bid bond (Strike One) in the amount of THIRTY SEVEN HUNDRED AND EIGHTY NINE ⁵⁰/₁₀₀ Dollars (\$3789.50), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Estellande Reyes
(Witness)
3004 RED HAVEN ST
BENTONVILLE, AR. 72712
(Address)

CONSTRUMARR, INC.
(Name of Bidder)
By Marco A. Reyes R.
MARCO A. REYES R. PRESIDENT
(Print Name and Title)

3004 RED HAVEN ST
BENTONVILLE, AR 72712
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Removal and Disposal of Driveway	202	S.Y.	205	\$ <u>14.40</u>	\$ <u>2952.00</u>
2	Aggregate Base Course (Class 7)	SS & 303	Ton	20	\$ <u>31.80</u>	\$ <u>636.00</u>
3	Portland Cement Concrete Driveway	505	S.Y.	410	\$ <u>38.00</u>	\$ <u>15580.00</u>
4	Mobilization	601	L.S.	1	\$ <u>3600.00</u>	\$ <u>3600.00</u>
5	Maintenance of Traffic	SS & 603	L.S.	1	\$ <u>3000.00</u>	\$ <u>3000.00</u>
6	Seeding (Hydro-Seeding)	620	Acres	0.5	\$ <u>1180.00</u>	\$ <u>590.00</u>
7	Mulch Cover	620	Acres	0.5	\$ <u>1180.00</u>	\$ <u>590.00</u>
8	Water	SS & 620	MGal	11	\$ <u>123.00</u>	\$ <u>1353.00</u>
9	Concrete Walks	633	S.Y.	1,023	\$ <u>35.00</u>	\$ <u>35805.00</u>
10	Concrete Walks (Type Special)	SP & 633	S.Y.	173	\$ <u>44.00</u>	\$ <u>7612.00</u>
11	Wheelchair Ramps (Type 3)	641	S.Y.	13	\$ <u>94.00</u>	\$ <u>1222.00</u>
12	Thermo. Pavmt. Mark. - White (12")	SS & 719	L.F.	140	\$ <u>3.50</u>	\$ <u>490.00</u>
13	Sidewalk Drains	SP	Each	4	\$ <u>590.00</u>	\$ <u>2360.00</u>

TOTAL BASE BID

\$ 75790.00

WRITTEN IN WORDS: SEVENTY FIVE THOUSAND SEVEN HUNDRED
AND NINETY DOLLARS 00/100

makye

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Construmarr, Inc., as PRINCIPAL, and

Suretec Insurance Company, as SURETY, are held and firmly bound unto the

City of Jonesboro, hereinafter called the OWNER in the penal sum of _____

5% of the Bid Amount

(\$ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated January 4, 2012, for the

Jonesboro SRTS (2010)

Job 100734

F.A.P. No. SRSI - 1402(65)

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 4th day of January, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Construent, Inc.

Construent, Inc.

(Principal)

By MARCO A. REYES R.

PRESIDENT

(Title)

Estrella Y. de Reyes

(Witness)

3004 RED HAVEN ST

3004 Red Haven St.

BENTONVILLE, AR 72712

Bentonville, AR 72712

(Address)

SEAL

Erin Stockhouse

Suretec Insurance Company

(Corporate Surety)

By *Mary Jo Zakrzewski*

Mary Jo Zakrzewski, Attorney-in-Fact

124 W. Capitol Ave., Ste. 1820

(Address)

Little Rock, AR 72201

NOTE: Power-of-attorney for person signing
for surety company must be attached
to bond.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Joshua Tritt, Michael L. Tullis, Mary Jo Zakrzewski

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 7/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

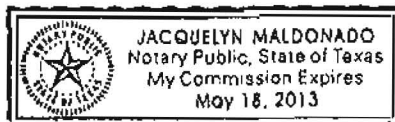
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President

State of Texas ss:
County of Harris



On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4th day of January, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. CONSTRUMARR, INC.
2. Permanent main office address. 3004 RED HAVEN ST
BENTONVILLE, AR 72712
3. When organized.
DEC 2007
4. If a corporation, where incorporated.
STATE OF ARKANSAS
5. How many years have been engaged in the contracting business under your present firm or trade name? 3 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). ZERO
7. General character of work performed by your company.
CONSTRUCTION
8. Have you ever failed to complete any work awarded to you?
NEVER
9. Have you ever defaulted on a Contract?
NEVER
If so, where and why?
NA
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
NEVER
If so, where and why?
NA
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. SRTS AT RUSSELLVILLE AR \$242,000; MAY 2011. SRTS AT BOONEVILLE AR \$120,000 SEPT 2011
12. List your major equipment available for this Contract. STEER LOADER, MINI BACKHOE; TRAFFIC DRUMS; TRAFFIC SIGNALS; VIBRAPLATE; WATER TRUCK, GENERATOR AND SMALL TOOLS
13. Experience in construction work similar in importance to this project.
REFERRED ABOVE
14. Background and experience of the principal members of your organization, including the officers. SEE THE ATTACHED RESUME
15. Credit available: \$ OPEN TO THE NECESSARY AMOUNT
16. Give Bank reference: ADVEST & LIBERTY

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES, OF COURSE
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at BENTONVILLE this 3rd
day of January, 20 12.

CONSTRUMARR, INC.

(Name of Bidder)

By Marco A. Reyes

Title PRESIDENT

STATE OF Arkansas
COUNTY OF Benton) SS.

Marco Reyes being duly sworn deposes and says that
he is President of Construmarr Inc.
(Name of Organization)

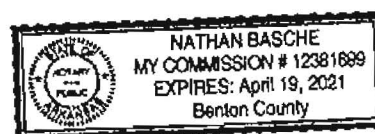
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of January, 2012.

Nathan Basche
(Notary Public)

My Commission Expires:

04-19-2021





REYES, Marco Aurelio

Address: 3004 Red Haven Dr., Bentonville, AR 72712

Email: construmarr1@yahoo.com

Telephone: + 479-238-3230

SUMMARY

Ethical and responsible civil engineer with over 34 years of professional experience, both in the US and abroad, well versed in all facets of construction industry. A self-starter with demonstrated ability to multitask, lead and motivate large and diverse teams to deliver on time and within budget work of the highest quality and attention to detail. I am a **PERMANENT RESIDENT** from more than 20 years; the next **expiration date of my PERMANENT RESIDENT CARD** is **Oct. 27th, 2018**.

SKILLS

Computer:

- MS Office (Word, Excel, Outlook)
- Timberline (estimating)
- AutoCAD (beginner)

Communication:

- English:
 - comprehension/read/write - above average
 - verbal – comfortable using as a second language
 - technical documents– expert with technical terms, specs, drawings
- Spanish: fluent

Education:

AR Business and Law, AR04 - Arkansas Construction exam on 01/02/ 2009 94 Pass

BS Civil Engineering, USAC Guatemala, 1974.

Associate Degree in Civil engineering, Corlins University, 2007

PROFESSIONAL EXPERIENCE

CONSTRUMARR, INC.

Feb 2008 – TODAY

Estimator/ Project Manager Church of God Hispanic in Rogers, AR

\$350,000

General Contractor:

Water & Sewer commission Equipment Storage Building in Tontitown, AR

43,000

Restroom building at City Park in Pea Ridge, AR

42,000

Horse barn Trailhead Park of amenities in Rogers, AR

198,050

Springdale Senior Center Covered Walkway in Springdale, AR

28,000

Safety Route To School in Russellville AR

239,975

NABHOLZ Construction Corporation, Matrix Concrete Structures

Estimator/ Project Manager

Jan 2006 – Feb 2008

Nov 07 - Jan 08 estimated four and managed six projects concurrently. All bids won and all projects were completed on budget and on schedule.

Estimating and preparing bids: Concrete package only

Branson Winery at Branson, MO

\$800,000

Alpha Omicron Pi, Dorm at U.of A, Fayetteville, AR

\$350,000

Canadian Integris Hospital Exp. In Yukon, OK

\$705,000

Rural Health Science School, at U of O, in Okmulgee, OK

\$400,000



REYES, Marco Aurelio

Managing: Concrete Package only

College Heights Christian Church, at Joplin, MO	\$392,000
1 st Church of the Nazarene, at Rogers, AR	\$525,000
Rogers High School, Sport Complex, at Rogers, AR	\$1,250,000
Lady Back Softball Stadium, at U of A Fayetteville AR	\$1,200,000
North Hall Residence, at John Brown University, Siloam Spring, AR	\$120,000
Benchmark Group offices at Rogers, AR	\$800,000

Jan 06 to Feb 08 estimated over 250 jobs in a big range from \$20,000 to \$13,000,000 and managed over 20 jobs ranging from \$20,000 to \$1,400,000.

Major accomplishments

WALMART, trailer park expansion at Clarksville, AR
 WALMART, trailer park expansion at Paul's Valley, OK
 Benchmark Group offices, at Rogers, AR
 Crystal Bridges Museum, Tunnel for utilities
 Crystal Bridges Museum, Concrete Retaining Wall for Entrance Road
 ARVEST Bank, at Pea Ridge, AR

MAR Construction Company

Owner and President

1980 to date

Started and grew the company to a three-million-dollar average annual revenue enterprise, with six fulltime office employees and up to 80 field laborers. Responsible for Construction Management, Supervisory, Surveying, Design, Estimation and General Construction work including roads, commercial, retail and residential construction, electrical, plumbing, sewer, water lines and landscaping

Subdivisions development:

Jardines de Don Gabriel	\$4,000,000
Residenciales "El CAFETAL"	\$2,000,000

Custom Residences:

Constructed over 50 residences valued from \$65,000 to \$450,000

Building Construction:

Court of Coban in Alta Verapaz, 1981	\$600,000
Constructora M. A. Reyes. Offices, 1985	\$350,000
Plaza Asturias Mall, 1996	\$1,500,000
Schools Buildings in several areas of the country	\$4,000,000

Sub Contractor:

Wall, Ceiling finisher in over 500 jobs located in several areas of the Country in Schools, Churches, Gyms, Hospitals, Banks	~\$20,000,000
--	---------------

Utilities construction:

Sewer system for the Amatitlan village, 1983	\$525,000
Over 9 miles of water conduction lines for XECAXLUT in EL QUICHE, 2003	\$1,500,000

Design, Remodeling and building Expansion:

Designed, remodeled and built expansions for over 250 jobs	\$8,000,000
--	-------------

Surveying:

Over 1,500 lots ranging from 0.25 acres to 5300 acres	~\$2,000,000
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REYES, Marco Aurelio

GUIROLA Construction Company

Project Manager

1978 – 1980

Surveying, designer, calculator, estimator, supervisor, machinery supervisor

Estimator / Project Manager:

Earthwork	\$15,000,000
Subdivision development, about 40 lots and residences	\$3,000,000
Construction of several kinds of buildings	\$1,500,000
Sales Rent Equipment	\$3,500,000

CIEG, (Guatemalan Army Engineering Corp)

Superintendent / Supervisor Engineer

1975 - 1977

Responsible for surveying, estimating, managing and supervising a variety of jobs

Estimator, Project manager and Supervisor:

Building and Synchro lift system, Gyms, Residences, Barracks, offices.	\$5,000,000
Earthwork	\$15,000,000

INFOM (Municipal Development Institute)

Drawer, estimator, surveying, supervising of construction sites

1972 – 1975

REFERENCES Professional and personal available upon request

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and

between Construmarr, Inc.

(a Corporation organized and existing under the laws of the State of Arkansas)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of Jonesboro SRST I (2010) Job 100734 F.A.P. No. SRSI – 1402(65), in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|------------------------------|---|
| a. This Agreement (Contract) | f. General Conditions |
| b. Addenda | g. Supplemental General Conditions |
| c. Advertisement for Bids | h. Special Conditions |
| d. Instructions to Bidders | i. Technical Specifications including
Special Provisions |
| e. Proposal | j. Drawings (Plans) |
| | k. Performance-Payment Bond |

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

(Contractor)

By _____

Title _____

(Street)

(City)

City of Jonesboro
(Owner)

By _____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____ State of _____,
as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as
Obligee, hereinafter called Owner, in the amount _____
_____ Dollars (\$ _____) in lawful money of the United States of America,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated
the _____ day of _____, 20____, a copy of which is attached hereto and
made a part hereof, hereinafter referred to as the Contract, for Jonesboro SRTS I (2010) Job 100734 F.
A. P. No. SRSI – 1402(65).

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and
workmanlike manner all of the work required by said Contract and within the time called for thereby
to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies
furnished by said Principal in accordance with said Contract (failing which such persons shall have a
direct right to action against the Principal and Surety under this obligation, but subject to the Owner's
priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of
every kind and nature arising because of or resulting from the Principal's operation under said
Contract, except payments to the Principal rightly due the Principal for work under said Contract, then
this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or
the giving by the Owner of an extension of time for the performance of the Contract, or any other
forbearance on the part either of the Owner or Principal to the other shall not release in any way the
Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns
from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby
being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

TABLE OF CONTENTS

GC.1	DEFINITIONS
GC.2	SUPERINTENDENCE BY CONTRACTORS
GC.3	CONTRACTOR'S EMPLOYEES
GC.4	SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5	SUBCONTRACTS
GC.6	OTHER CONTRACTS
GC.7	CONTRACTORS INSURANCE
GC.8	OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE
GC.9	FITTING AND COORDINATION OF THE WORK
GC.10	MUTUAL RESPONSIBILITY OF CONTRACTORS
GC.11	PAYMENT TO CONTRACTOR
GC.12	USE OF COMPLETED PORTIONS
GC.13	CHANGES IN THE WORK
GC.14	CLAIMS FOR EXTRA COST
GC.15	OWNER'S RIGHT TO TERMINATE CONTRACT
GC.16	SUSPENSION OF WORK
GC.17	DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.18	DISPUTES
GC.19	ASSIGNMENT OR NOVATION
GC.20	TECHNICAL SPECIFICATIONS AND DRAWINGS
GC.21	SHOP DRAWINGS
GC.22	REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.23	REFERENCE TO MANUFACTURER OR TRADE NAME-"OR EQUAL CLAUSE"
GC.24	SAMPLES, CERTIFICATES AND TESTS
GC.25	PERMITS AND CODES
GC.26	CARE OF THE WORK
GC.27	QUALITY OF WORK AND PROPERTY
GC.28	ACCIDENT PREVENTION
GC.29	SANITARY FACILITIES
GC.30	USE OF PREMISES
GC.31	REMOVAL OF DEBRIS, CLEANING, ETC.
GC.32	RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY
GC.33	OBSERVATION OF THE WORK
GC.34	REVIEW BY LOCAL PUBLIC AGENCY OR OWNER
GC.35	PROHIBITED INTERESTS
GC.36	FINAL INSPECTION
GC.37	PATENTS
GC.38	WARRANTY OF TITLE
GC.39	GENERAL GUARANTY

GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

- | | |
|---|--------------------------|
| (1) Workmen's Compensation | - Statutory Limit |
| (2) Employer's Liability for Hazardous Work | - If Needed |
| (3) Public Liability (Bodily Injury) | - \$1,000,000/occurrence |

and Property Damage

- \$2,000,000/aggregate

(4) Builder's Risk

- Insurable Portion

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

The City of Jonesboro shall be included on the policy as additional insured.

GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their insurance policies referenced in GC.7.

GC.9 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment. A cut-off time shall be established near the last day of the month such as to allow sufficient time for the application to be prepared, approved by the Contractor, and submitted by the Engineer to the Owner by the first day of the successive month. The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting ten percent (10%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. After the project is fifty percent (50%) complete, no additional retainage beyond ten percent (10%) of the first fifty percent (50%) of the project cost will be withheld provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding until completion of the project at which time the retainage will be released with the final payment. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor

shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

GC.12 USE OF COMPLETED PORTIONS

The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

GC.13 CHANGES IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

After the work is complete, a final change order may be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

If the applicable unit prices are contained in the Proposal (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent in accordance with the section entitled BALANCED BID; VARIATION IN QUANTITIES under INSTRUCTIONS TO BIDDERS.

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

- (A) Labor, including foremen;
- (B) Materials entering permanently into the work;
- (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
- (D) Power and consumable supplies for the operation of power equipment;
- (E) Insurance;
- (F) Social Security and old age and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.

Each Change Order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's Proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed

except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

The City of Jonesboro may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) days prior to the effective date of termination.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the

Contractor shall:

- (1) cease operations as directed by the Owner in the notice;
- (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and actual costs incurred directly as a result of such termination, and there will be no compensation for overhead and profit on work not executed.

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.

If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the Unit Price Schedule for completed work involved, at agreed prices on any extra work involved, and at a fair and equitable price for partially completed work involved.

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty, or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

- 1) Requests for extension of time shall be in writing. No extension of time shall be

granted automatically.

- 2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.
- 3) In event of a continuing cause of delay, only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;
- (3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement

of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, with return of receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed, and approved; and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by

which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the

name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

GC.25 PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be

claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings or designs, the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the

extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government (including but not limited to those) regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, thoroughly clean all drainage pipes, structures, ditches, and other features, and put the whole site of the work and public Rights-of-Way in a neat and "broom" clean condition. Trash burning on the site of the work will be subject to prior

approval of the Jonesboro Fire Department.

GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part

thereof.

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of

the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

X. SUPPLEMENTAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SS-100-1	REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS
SS-100-2	MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)
SS-105-1	CONSTRUCTION CONTROL MARKINGS
SS-107-1	WORKER VISIBILITY
SP-108-1	LIQUIDATED DAMAGES
SS-110-1	PROTECTION OF WATER QUALITY AND WETLANDS
SS-303-1	AGGREGATE BASE COURSE
SS-600-1	WATER FOR VEGETATION
SS-603-1	MAINTENANCE OF TRAFFIC
SS-604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS-606-2	PIPE CULVERTS
SS-718-2	REFLECTORIZED PAINT PAVEMENT MARKINGS
SS-709-2	THERMOPLASTIC PAVEMENT MARKING MATERIAL
SS-723-1	GENERAL REQUIREMENTS FOR SIGNS
SP	SIDEWALK DRAIN
SP	SIDEWALK (TYPE SPECIAL)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS

During the performance of this contract, the Contractor agrees as follows:

EQUAL OPPORTUNITY

Employment Practices. (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Contractor will take affirmative action to ensure 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, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin.

(c) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment.

(a) The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases for equipment.

(b) In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases for equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract relative to nondiscrimination on the grounds of race, color, religion, sex, age, disability, or national origin.

(c) The Contractor shall provide all information and reports required by the Department and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department to be pertinent to ascertain compliance with such directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department and shall set forth what efforts have been made by the Contractor to obtain the information.

(d) In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may be determine to be appropriate, including, but not limited to:

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS

- (1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

(e) The Contractor shall include the provisions of this Supplemental Specification in every subcontract, including procurements of materials and leases of equipment. The Contractor shall take such action with respect to any subcontractor or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance.

NONSEGREGATED FACILITIES

By submission of this bid or the execution of this contract or subcontract, the bidder or subcontractor, as appropriate, certified that segregated facilities are not maintained or provided for employees at any of its establishments, and that employees are not permitted to perform services at any location, under bidder/subcontractor control, where segregated facilities are maintained. The bidder/subcontractor further certified that segregated facilities will not be maintained or provided for employees at any of its establishments, and that employees will not be permitted to perform services at any location where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, age, disability, or national origin, because of habit, local custom, or otherwise. The bidder/subcontractor agrees that, except where identical certifications have been obtained from proposed subcontractors and material suppliers for specific time periods; identical certification will be obtained from subcontractors prior to the award of subcontracts.

WAIVER OF CERTIFICATE OF PAYMENTS

The requirements for certification of payments to DBEs/Non-DBEs, as specified in Subsection 103.08(h), are hereby waived and are not required for this contract.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

Sections 604, 617, 731, 732 and 734 of the Standard Specifications for Highway Construction, Edition of 2003, are hereby amended as follows:

The first paragraph of **Subsection 604.02(a)** is deleted and the following is substituted therefore:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators shall comply with the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH). The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of NCHRP 350 or MASH and include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter, which is available at http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/. The 2lb. (0.9 kg) minimum channel post or 4" x 4" (100 mm x 100 mm) wood post sign support systems, installed in accordance with the plans (direct buried), have been previously tested and accepted, and, therefore, do not require certification. No direct payment will be made for fulfilling the requirements of this Specification, but full compensation will be considered included in the contract unit prices bid for the various traffic control devices.

The third sentence of paragraph three of **Subsection 617.01** is deleted and the following sentence substituted therefore:

The guardrail terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for a test level 3 (TL-3) terminal.

The first sentence of paragraph one of **Subsection 617.02(f)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

The second sentence of **Subsection 731.01** is deleted and the following sentence substituted therefore:

The attenuation barrier shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

The first sentence of paragraph one of **Subsection 731.02** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the impact attenuation barrier meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of **Subsection 732.01** is deleted and the following sentence substituted therefore:

The crash cushion shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

The first sentence of **Subsection 732.02(b)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the crash cushion meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of **Subsection 734.01** is deleted and the following sentence substituted therefore:

The bridge end terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) terminal.

The first sentence of **Subsection 734.02(b)** is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the bridge end terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
CONSTRUCTION CONTROL MARKINGS

Section 105 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the last paragraph of **Subsection 105.09**:

All construction control markings made for layout work, placement of traffic control devices, spotting for placement of pavement markings, or for any other purposes on structures, curb and gutters, pavements, or any surfaces that will not either be removed or covered by succeeding pavement layers or other construction shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of the markings by the Contractor at no expense to the Department.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WORKER VISIBILITY

Section 107 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the third paragraph of **Subsection 107.01(b)**:

All workers within the right-of-way of a Federal-Aid highway who are exposed either to traffic (vehicles using the highway for travel purposes) or to construction equipment within the work area shall wear high-visibility safety apparel meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High – Visibility Safety Apparel and Headwear."

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

<u>ORIGINAL CONTRACT AMOUNT</u>		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 50,000	\$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1100
1,000,000	2,000,000	1300
2,000,000	5,000,000	1500
5,000,000	10,000,000	1900
10,000,000	15,000,000	2000
15,000,000	20,000,000	2100
20,000,000	-----	2500

FIXED DATE PROJECTS

<u>ORIGINAL CONTRACT AMOUNT</u>		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 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

PROTECTION OF WATER QUALITY AND WETLANDS

Section 110 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

110.01 General. This work shall consist of measures taken to prohibit the degradation of water quality and wetlands. The purpose is to limit, control, and contain fill materials, soil erosion, sedimentation, and other harmful wastes resulting from construction operations that could result in harm to the wetlands and waters of the United States. These requirements apply even if Corps of Engineer (C of E) Section 404 or National Pollutant Discharge Elimination System (NPDES) Permits are not required for the project.

These requirements apply to all activities under the Contract. The Contractor should be aware that requested modifications to the Contract and/or individual permits may not be approved.

The Contractor must comply with all applicable Federal, State, and local permits and requirements on sites outside of the right-of-way limits utilized by the Contractor for the benefit of the project. While the primary enforcement of these requirements for locations off of the right-of-way rests with the applicable regulatory government agency, the Department retains the right and authority to inspect and enforce Contractor compliance should violations come to the attention of the Department.

110.02 Responsibility of the Contractor. The Contractor shall comply with the requirements of the Federal Water Pollution Control Act, 33 USC § 1251 et seq., the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-101 et seq., and the regulations, orders, or decrees issued pursuant thereto. In the event of conflict between these regulations, orders, or decrees and the provisions shown on plans, the more restrictive requirements shall apply.

110.03 C of E Section 404 Permit for Department Right-of-Way and Contractor Facilities. (a) General. All requirements of the Contract and Specifications shall apply to the Contractor's activities covered by the Department's C of E Section 404 Permit on or off the right-of-way. Section 404 of the Federal Water Pollution Control Act, as amended, establishes a permit program for the regulation of discharges for dredged or fill material and excavation in wetlands and other waters of the United States.

b) Responsibility for Initial Permit. The Department will obtain all required Section 404 Permits for essential work on the right-of-way before the Contract is awarded.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

Contract documents will detail the location and amount of permanent and/or temporary fills, excavation, and clearing activities allowed under the permit.

(c) Contractor Requested Permit Modifications. The Contractor shall submit a request on a form provided by the Department to the Engineer for any activity involving wetlands or waters of the United States on or off the right-of-way and not covered by the Department's C of E Section 404 Permit prior to performing the activity. The Contractor shall be prepared to prove there is no practicable alternative to the Section 404 Permit change being requested. The Engineer will make a determination within 10 business days concerning the necessity or practicability of the request. The Department will then apply for permit modifications it determines to be necessary or practicable. The C of E review of proposed modifications to a Section 404 Permit may require 60-120 calendar days. These requested changes may be denied or modified by the Department or C of E. Requested modifications that require mitigation will be denied by the Department. If the Department declines to consider a Permit modification request by the Contractor for an off right-of-way activity, the Contractor may apply for his own Section 404 Permit.

(d) Compensation and Extension of Contract Time. The Contractor will not be granted additional compensation or contract time due to requested modifications to the Section 404 Permit that are considered by the Engineer to be for the convenience of the Contractor. If, due to no fault of the Contractor, a Section 404 Permit modification involving on right-of-way activities is deemed by the Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Section 104.

110.04 NPDES Permit. (a)General. Federal requirements mandate that excessive amounts of pollutants be prevented from exiting construction sites. The Arkansas Department of Environmental Quality (ADEQ) has issued the NPDES Permit for owners of facilities discharging storm water associated with construction activity located in the State of Arkansas (Permit). Copies of the entire Permit are available from ADEQ.

A NPDES discharge permit is required for all construction sites that will result in the disturbance of one acre or more, by activities such as clearing, grading, or excavating, in accordance with the following:

- **Automatic Coverage (Small Construction) Sites:** Automatic Coverage applies to any construction activity that will disturb/expose a total of one acre or more, but less than five acres. This also applies to any construction activity that will

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

disturb/expose less than one acre, if it is part of a larger site that will ultimately disturb/expose one acre or more.

- **Large Construction Sites:** A project meeting the definition of a "large construction site" is any construction activity that will disturb/expose a total of five acres or more.

The Department will obtain Permit coverage for essential work on the right-of-way before the Contract is awarded.

(b) Storm Water Pollution Prevention Plan. The Department will develop a Storm Water Pollution Prevention Plan (SWPPP) for the project as required. Any measures required by the SWPPP are included in the plans, specifications, supplemental specifications, and special provisions. The Engineer will maintain the SWPPP at the project field office or, if a field office is not provided, the SWPPP will be maintained at the office of the Resident Engineer.

The Contractor shall be responsible for compliance with all applicable terms and conditions of the Permit as it relates to activities on the construction site, including protection of endangered species and implementation of Best Management Practices (BMPs) and other controls required by the SWPPP. A special provision for the protection of endangered species will be a part of the Contract, if applicable.

The Contractor shall inform the Engineer sufficiently in advance of planned construction activities and conduct construction activities in a manner to allow the SWPPP to be modified to accommodate the activities.

The Engineer will provide the Notice of Coverage (NOC) to the Contractor to post on the project at a safe, publicly accessible location near where construction is actively underway, and move it as necessary to comply with the Permit public notice requirements.

Prior to beginning work on the project, the Contractors shall complete the Contractor Identification section of the Storm Water Pollution Prevention Plan as required by Part II.A.5 of the Permit.

All off-site areas, including storage sites or borrow areas or waste areas, are operated by the Contractor. The Contractor shall be responsible for obtaining any required NPDES permits for off-site areas. Off-site areas within city limits are subject to

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

city planning regulations and may require clearance from the city. Off-site areas that fall within the jurisdiction of a "qualifying local program" as defined in the Permit, must comply with the requirements of the local program. The Contractor shall obtain clearances and approvals of this type for their off-site areas.

The Permit obtained by the Department for the project does not cover discharges from dedicated asphalt and dedicated concrete plants operated by the Contractor for, or located on, the project.

(c) Controls and Measures. All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.

The sequence of major activities, the erosion and sediment control items associated with the major activities, and the timing of implementation for those items are required for the SWPPP. The Contractor shall submit information related to the planned sequence of major activities in writing to the Engineer at the preconstruction conference for incorporation into the SWPPP by the Engineer. Amendments to the planned sequence of major activities shall be submitted in writing to the Engineer sufficiently in advance to allow incorporation into the SWPPP.

The Contractor shall provide information on locations of the following in writing to the Engineer at the preconstruction conference and/or sufficiently in advance of installation to allow incorporation into the SWPPP:

- Stabilized or wheel washing vehicle exits from the construction site as required to prevent tracking of material onto the public roadway.
- Temporary sanitary facilities provided and properly maintained by the Contractor.
- Concrete washout waste areas to be utilized to prevent concrete waste from being discharged into water bodies.
- Storage areas for fuel and other potentially hazardous materials and truck washing areas with appropriate controls to prevent non-storm water discharges.

(d) Non-storm water discharges. The Contractor shall not release any materials except the following non-storm water discharges that are authorized by the Permit: discharges from fire fighting activities; fire hydrant flushings; wash water (without detergent or spilled material); water used to control dust; potable water sources including waterline flushings; irrigation drainage; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
PROTECTION OF WATER QUALITY AND WETLANDS

All other non-storm water discharges are prohibited unless in compliance with and covered by a separate NPDES permit.

(e) Releases in excess of reportable quantities. Instructions to be followed after the release of a hazardous substance or oil are provided in Subsection 107.01(f) of the Standard Specifications and subsection 110.06(c) of this supplemental specification.

The Contractor shall submit all required information as soon as possible, but no later than 72 hours after knowledge of the release, to the Engineer for further submission to the appropriate agencies.

The Contractor shall submit to the Engineer, within five calendar days of knowledge of the release, a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and steps to be taken in accordance with the Permit for forwarding to ADEQ.

110.05 Standard Conditions. (a) General. The following conditions are required on all projects for the protection of water quality and wetlands:

- Compliance with all conditions of the C of E Section 404 permit, NPDES permit and Section 401 Water Quality Certification.
- To the maximum extent practicable, discharges of dredged or fill material into waters of the United States shall be avoided or minimized through the use of other practicable alternatives.
- Construction activities shall not cause unacceptable interference with navigation.
- No activity shall substantially interrupt the movement of the species of aquatic life native to the waterbody, including those species which normally migrate through the area.
- Under a Nationwide Section 404 Permit, no activity shall occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in official study status. Individual permits shall be obtained for activities occurring in these rivers.
- No storage of petroleum, other chemical products, waste materials, trash, etc., shall be allowed within 100 feet (30 meters) of a wetland or waterbody boundary or elevation as shown on the plans. The Engineer reserves the right to limit the storage of any material within the floodplain of a stream to preclude the possibility of an unlawful discharge to the stream.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

- To move clean water around the construction area without causing additional turbidity or sediment, the use of construction staging, cofferdams, pipe culverts, lined channels, sandbagged material, barrier wall, or other suitable materials as approved by the Engineer, shall be utilized for directing or confining water from the work area. This water shall be returned to the waterbody downstream from the construction site. The options utilized should consider the minimization of sedimentation and turbidity as a primary objective.
- If material or debris resulting from Contractor operations enters a waterway, it is considered an unpermitted fill material under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Engineer shall approve the Contractor's method of removal. Options for removal should consider the minimization of turbidity as a primary objective.
- No asphaltic material shall be disposed of in wetlands or waters of the United States.
- Temporary bridges or other structures shall be used whenever it is necessary to ford any body of water on the project more than twice in any six-month period.
- Equipment shall not be operated in any body of water on the project except when required to construct channel changes or structures.
- Cofferdams needed for work in water shall be constructed from non-erodible materials.
- Materials excavated during bridge construction shall be placed on dry land outside the channel banks of all streams, at least 10 feet (3 meters) from the channel banks of a perennial stream, and at least 25 feet (8 meters) from the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream. This includes channelized streams and relief channels. This material shall be properly contained or stabilized to minimize erosion and degradation of water quality and be removed before the beginning of the wet season.

(b) Wetland Areas. Wetland areas on and off the right-of-way shall be preserved and protected whenever possible. Work in or near wetlands shall be performed in a manner that will minimize harm to the wetlands. The Contractor shall be responsible for the protection of adjacent wetlands.

- Clearing of wetlands shall be limited to the minimum necessary for the completion of the project.
- Wetland areas inside or outside the construction limits shall not be used for storage, parking, access, borrow material, haul roads or any other construction support activity unless specifically approved in advance by the Engineer and according to the applicable Section 404 Permit.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

- When heavy equipment is working in wetlands, appropriate measures such as placing the equipment on mats, shall be taken to minimize soil disturbance.
- Material shall not be wasted or temporarily stockpiled in wetlands.

(c) Temporary fill.

- Unless otherwise provided, temporary work ramps or haul roads, when permitted, shall provide sufficient waterway openings to allow the passage of expected high flows during the time the ramp or haul road is in place.
- Temporary fills or structures, if washed downstream, are considered to be unauthorized fill under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Contractor shall submit the proposed method of removal to the Engineer in writing for approval. When considering options for removal, the Contractor shall consider the minimization of turbidity as a primary objective. Replacement of washed fill may require a Section 404 permit change or an additional permit.
- All fill for temporary work ramps or haul roads placed within the channel banks of a stream, within 10 feet (3 meters) of the channel banks of a perennial stream, and within 25 feet (8 meters) of the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream, shall be constructed using a riprap of the size specified in Subsection 816.02(a)(2), or larger material. This includes channelized streams and relief channels. A minimal amount of clean stone or gravel may be placed on top of the temporary fill in order to obtain a smooth working surface. The clean stone or gravel utilized shall have less than twelve percent passing the #200 (0.075 mm) sieve. Upon removal, salvaged material that meets the requirements of Subsection 816.02 will be paid for when reused in areas which require the utilization of riprap.
- Unless specifically authorized under the Section 404 Permit as temporary or permanent fill material, bridge demolition rubble shall not be dropped into a waterbody or wetland.
- All fill material shall be free from toxic pollutants in harmful amounts.
- All temporary fills shall be removed and the affected areas returned to their preexisting elevation.
- All temporary fill in any body of water or wetland shall be properly contained or stabilized to minimize erosion and degradation of water quality.

(d) Erosion and Sediment Control. The Contractor shall install, construct, and maintain erosion and sedimentation control items as shown on the plans or as directed by the Engineer.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

- The Contractor shall install, construct, repair, and maintain erosion and sedimentation control items within three business days of being instructed to do so by the Engineer. However, if heavy equipment is required and the Engineer agrees that conditions do not permit heavy equipment to be used, a longer time frame may be allowed. The Contractor shall submit adequate documentation to the Engineer that proves that conditions are not suitable for the use of heavy equipment and that for there is no alternative to its use. When conditions become suitable, as determined by the Engineer, the Contractor shall proceed with the required actions to be completed within three business days after receiving notification.
- Minimizing time of exposure of disturbed ground is a primary objective. Therefore, disturbing an area and postponing subsequent work could result in the Contractor being required to stabilize the area at no cost to the Department. Unless modified on the plans or directed by the Engineer, the total surface area of disturbed soil on the right-of-way at any one time shall be limited to a maximum of 25 acres (10 hectares). Disturbed soil is defined as exposed bare soil denuded of vegetative cover or lacking stabilization. Stabilized soil is defined as soil that is covered by grass, seeded and mulched, mulched, covered by erosion control matting, or covered by permanent stabilization as shown on the plans or as directed by the Engineer. The Engineer will have the authority to increase or decrease the limitation on surface area of disturbed land based upon the Contractor's capability to effectively control erosion and sedimentation on these areas and contain the sediment within the right-of-way limits, including temporary construction easements (TCE). The Contractor shall be responsible for making the necessary arrangements with the proper owner(s) and for reclaiming sediment and stabilizing the area that is not contained within these limits. This work will be the responsibility of the Contractor and shall be performed at no cost to the Department.
- Cut and fill slopes shall be completed and stabilized in increments not to exceed 25 feet (8 meters), measured vertically, as the construction progresses.
- Completed areas within buffer zones adjacent to water bodies as shown on plans or otherwise designated by the Engineer, shall receive permanent seeding, temporary seeding, or mulch cover as soon as possible, but in no case more than five business days after completion, or as directed by the Engineer.
- All other completed areas, including increments of cut and fill slopes described above, shall receive permanent seeding, temporary seeding, or mulch cover within 14 calendar days after completion as directed by the Engineer.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

- Disturbed areas that are temporarily abandoned shall be stabilized within 14 calendar days after activity ceases unless work is to be resumed within 21 calendar days after activity ceases. Payment for this work will be made if abandoned due to no fault or negligence of the Contractor. Payment will not be made for temporary stabilization required by Contractor negligence, by the lack of proper Contractor scheduling, or for the convenience of the Contractor.
- Excavation, including silt removed from erosion and sedimentation control devices, shall not be deposited where it can be eroded into waters of the United States. At locations of drainage structures, care shall be taken to prevent mounds of excavation on the inlet end from washing through the structure or on the outlet end from washing downstream.
- Water pumped during any dewatering activity shall be diverted into a sediment basin of the appropriate type as shown on the standard drawings or other device as approved by the Engineer. This sediment basin or device and its holding capacity shall be approved by the Engineer. No turbid discharge to waters of the state shall be allowed.
- Off-site vehicle tracking of sediments and the generation of dust shall be minimized. The Contractor shall construct stabilized entrances to the work areas necessary by the work to eliminate off-site tracking of soils. Work involved in constructing stabilized entrances will not be measured or paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for other items of the Contract. Sediment tracked from the construction site shall be removed by sweeping at a frequency to minimize off-site impacts to water bodies.
- After cut sections are constructed, the tops of backslopes will be rounded to blend the slopes into natural ground when practicable. At transitions from cut to fill, ditches shall be tailed out to prevent erosion of the toe of slope.
- Temporary erosion and sedimentation control devices shall not be removed or destroyed by the Contractor without permission from the Engineer.

Additional temporary and permanent erosion and sedimentation control items necessary on the right-of-way to contain discharges not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, shall be performed as ordered by the Engineer and will be paid for either at unit bid prices or as provided for in Subsection 109.04.

110.06 Pollutants. (a) General. The Contractor shall employ best management practices to prevent pollution by spills. Pollutants such as chemicals, fuels, lubricants, asphalt, raw sewage, concrete drum wash water, and other harmful wastes shall not be

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

discharged into or alongside any waters of the United States, but shall be disposed of in accordance with governing State and Federal regulations. Storage of these materials shall not be allowed within 100 feet (30 meters) of a wetland or waterbody.

(b) Spill Prevention.

(1) Good Housekeeping.

- The quantity of materials stored on the project should be limited, as much as practical, to that quantity required to perform the work in an orderly sequence and should be stored in a neat, orderly manner in their original containers with the original manufacturer's label.
- Manufacturer's recommendations for proper use and disposal of materials shall be followed. All disposal shall be according to all local, State and Federal regulations in a permitted landfill or permitted disposal facility.
- The Contractor should inspect daily to ensure proper use and disposal of materials.

(2) Hazardous Products.

- Hazardous products shall be kept in original containers with their original labels unless they are not re-sealable or are damaged.
- Material Safety Data Sheets shall be retained and shall be available to all personnel at all times.
- If surplus products must be disposed of, manufacturer's recommendations and local, State, and Federal regulations shall be followed.

(3) Product Specific Practices. The Contractor shall limit the amount of petroleum products and other chemicals in work areas adjacent to wetlands, water bodies, and other sensitive areas. The following product specific practices shall be followed on-site:

- **Petroleum Products.** All on-site vehicles shall be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers that are clearly labeled. All asphalt substances used on-site shall be applied according to manufacturer's recommendations and/or Department specifications. Construction of berms, or other similar measures, may be required for storage/refueling areas as a best management practice to restrict spill areas.
- **Fertilizers.** Fertilizers shall be applied only in the manner and amounts required by the specifications. Material shall be stored in a covered area and shall not be exposed to precipitation. Partially used bags shall not be discarded, but removed

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

and disposed of properly. No storage of these materials shall be allowed within a wetland or floodplain.

- **Paints and Solvents.** All containers shall be tightly sealed and stored when not required for use. Excess material and waste shall not be discharged, but shall be properly disposed of according to manufacturers' instructions and/or State and Federal regulations. No storage of these materials shall be allowed within a wetland or floodplain.
- **Concrete Trucks.** Concrete trucks shall be allowed to discharge surplus concrete or drum wash water on site only in areas designated in the SWPPP. Discharge areas shall not be in or where the discharge can be washed into wetlands or waterbodies.
- **Concrete Curing Agents.** Concrete curing agents shall be applied only in the manner and amount required by the specifications. Excess material shall not be allowed to run off the area being treated.

(c) Spill Reporting and Cleanup Practices. All spills shall be reported as described in Subsection 107.01(f).

In addition, the practices below shall be followed:

- All spills shall be cleaned up immediately after discovery or contained until appropriate cleanup methods can be employed.
- The spill area shall be contained and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Manufacturer's recommended methods for spill cleanup shall be followed along with proper disposal methods in accordance with local, State, and Federal regulations.

Further, where a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR §§ 110, 117, or 302, occurs on the right-of-way during a 24-hour period, the following action shall be taken by the Engineer:

- A report shall be submitted to the Arkansas Department of Environmental Quality within 14 calendar days of the knowledge of the release. The report shall include a written description of the release (including the type and estimate of the amount of material released); the date that such a release occurred; the circumstance leading to the release; and the corrective actions taken.
- The Storm Water Pollution Prevention Plan must be modified within 14 calendar days of knowledge of the release by addition of the above information. Review

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION

PROTECTION OF WATER QUALITY AND WETLANDS

and modification of the plan must be made to identify measures to prevent the recurrence of such releases, and to respond to such releases.

If the spill occurs on a site off of the right-of-way, the Contractor shall follow the reporting procedures as described above.

110.07 Contractor Negligence. If the Contractor violates the requirements of a C of E Section 404 Permit, NPDES Permit, or any other requirement of these specifications, and fails to properly maintain, install and/or construct erosion and siltation control items, the Engineer may take, but is not limited to, one or more of the following actions:

- Cessation of other project related work,
- Withholding of Contractor payments,
- Suspension of the Project,
- Default of the Contract.

All work required due to the violation of provisions of C of E Section 404, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the Department. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the Department which are the result of the Contractor's failure to comply with a C of E Section 404 Permit or NPDES Permit.

Failure to comply with the conditions of the C of E Section 404 Permit may result in the C of E issuing a cease and desist order for all permitted activities. Obtaining a new Section 404 Permit from the C of E may require 60-120 calendar days processing time.

The Department will not be responsible for any delays or costs due to the Contractor's failure to comply with the above special conditions. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the clean up shall be performed by the Contractor at no cost to the State.

110.08 Method of Measurement and Basis of Payment. Work required to comply with this subsection will not be paid for separately but will be considered included in the unit prices bid for other items of the work.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The sixth paragraph of **Subsection 303.02** is hereby deleted and the following is substituted therefore:

For Classes 1 through 8 material, 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.

Table 303-1, Aggregate Base Course Grading, is hereby amended by deleting the percent passing the No. 200 (0.075 mm) sieve gradation for Classes 6, 7, and 8 and the following substituted therefore:

The percent passing the No. 200 (0.075 mm) sieve grading for Classes 6, 7, and 8 will be 3 - 12.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WATER FOR VEGETATION

Division 600 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

SECTION 620, SEEDING, IS AMENDED AS FOLLOWS:

Paragraphs (1) and (2) of **Subsection 620.03(f), Water**, are hereby deleted and the following substituted therefore:

(f) Water. (1) Initial Application. From April 1 through December 31, either the day before the seeding is placed or on the day of the seeding operation (either before the seed is placed or after the application of the mulch cover), a minimum of 20.4 M Gallons per acre (188 cu m or 188 kL per ha) of water will be applied to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed. This quantity may be reduced by the Engineer dependent on the soil moisture conditions immediately prior to the application of the seeding. Failure to apply the initial application of the quantity of water directed by the Engineer will result in a deduction in payment as shown below. Water used for hydro-seeding or tackifier application will not be measured or paid for, and will not be included in the quantity of water required for the initial water application. The initial application of water and deductions for failure to water will not be required from January 1 through March 31.

(2) Weekly Application. From April 1 – December 31, unless otherwise directed by the Engineer, the Contractor shall apply water in an amount such that, in conjunction with any rainfall, the seeded and mulched areas will receive an amount equivalent to a minimum of $\frac{3}{4}$ " (19 mm) of water each week beginning the week after seeding and continuing for a minimum of four (4) weeks ($\frac{3}{4}$ " [19 mm] of water is equivalent to 20.4 M Gallons per acre [188 cu m or 188 kL per ha]). The Engineer will adjust the amount of water required each week to deduct any rainfall received during the 7 calendar day period prior to the weekly watering. The weekly applications of water and deductions for failure to water will not be required from January 1 through March 31.

SECTION 621, TEMPORARY EROSION CONTROL ITEMS AND DEVICES, IS AMENDED AS FOLLOWS:

The fourth and fifth paragraphs of **Subsection 621.03(b), Temporary Seeding**, are hereby deleted and the following substituted therefore:

From April 1 through December 31, either the day before the temporary seeding is placed or on the day of the temporary seeding operation (either before the seed is placed or after the application of the mulch cover) an application of water will be applied, in accordance with Subsection 620.03(f)(1). No subsequent weekly waterings will be required for Temporary Seeding.

Failure to meet this application of water requirement will result in a permanent deduction in payment and /or permanent recovery of payments equal to the minimum bid price established in Subsection 620.05(d) for each M.G. (kL) not applied as directed in accordance with these specifications. Equipment and methods used to place the water shall be in accordance with Subsection 620.03(f)(4).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WATER FOR VEGETATION

SECTION 624, SOLID SODDING, IS AMENDED AS FOLLOWS:

The second paragraph of **Subsection 624.03(c), Placement of Sod**, is hereby deleted and the following substituted therefore:

When sodding is completed, the sodded areas shall be cleared of loose sod, excess soil, or other foreign material; a thin application of topsoil shall be scattered over the sod as a top dressing; and the areas thoroughly moistened. Water shall be applied at a minimum rate of 20.4 M Gallons per acre (188 cu m or 188 kL per ha) or as directed by the Engineer for a period of at least 3 weeks. The Engineer will adjust the amount of water required each week to deduct any rainfall received during the 7 calendar day period prior to the weekly watering. The weekly applications of water and deductions for failure to water will not be required from January 1 through March 31. The time required for application of water will not be included in the computation of contract time for completion of the project provided all other work under the Contract has been completed.

Failure to meet this water application requirement will result in a permanent deduction in payment and /or permanent recovery of payments equal to the minimum bid price established in Subsection 620.05(d) for each M.G. (kL) not applied as directed in accordance with these specifications. Equipment and methods used to place the water shall be in accordance with Subsection 620.03(f)(4).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MAINTENANCE OF TRAFFIC

Division 600 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

SECTION 603, MAINTENANCE OF TRAFFIC AND TEMPORARY STRUCTURES, IS AMENDED AS FOLLOWS:

The following is added as the third paragraph of **Subsection 603.02(a), Maintenance of Traffic:**

Traffic control plans for detours, lane closures, lane width reductions, shoulder closures, and other alterations to the original traffic pattern shall not be placed in operation more than 72 hours before the work begins which requires the traffic control changes. After a traffic control plan is placed in operation, if progress on the work that required such plan is interrupted by more than 72 continuous hours, the original traffic operations must be restored as conditions allow, unless otherwise directed by the Engineer. Removal and restoration of traffic control devices to restore original traffic operations, and the subsequent reinstallation of the traffic control modifications will be at no additional cost to the Department.

Paragraph 3 of **Subsection 603.02(d), Projects on Existing Roadways**, is hereby deleted and the following substituted therefore:

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

ARKANSAS 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 2003, is hereby amended as follows:

The first two paragraphs of **Subsection 604.02(b)** are hereby deleted and the following substituted therefore:

(b) Signs, Vertical Panels, Barricades, Drums and Traffic Cones. Materials for signs required under this subsection shall comply with materials requirement of the plans, specifications and the MUTCD for the construction of signs using ASTM D 4956 Type VII, VIII, or IX sheeting for non-orange signs and Fluorescent Orange retroreflective sheeting furnished according to the QPL for orange signs. Materials for vertical panels and barricades shall comply with ASTM D 4956 Type VII, VIII, or IX sheeting.

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or Type IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall meet the requirements of ASTM D 4956 for Type IX sheeting.

Table 604-1 Fluorescent Orange Sheeting and Table 604-2 Fluorescent Orange Color Specification Limits (Daytime) in **Subsection 604.02(b)** are hereby deleted and the following substituted therefore:

TABLE 604-1
Fluorescent Orange Sheeting

Observation Angle	Minimum Coefficient Of Retroreflection Candelas Per Foot Candle Per Square Foot	
	Entrance Angle	Fluorescent Orange
0.2	-4.0	200
0.2	30.0	92
0.5	-4.0	80
0.5	30.0	30

TABLE 604-2
Fluorescent Orange Color Specification Limits (Daytime)

Corner Point:	1		2		3		4	
	x	y	x	y	x	y	x	y
	0.583	0.418	0.516	0.397	0.560	0.341	0.655	0.345

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS

Section 606 of the Standard Specification for Highway Construction, Edition of 2003, is hereby amended as follows:

The fifth paragraph of **Subsection 606.02 Materials (b) Reinforced Concrete Pipe** is hereby deleted and the following substituted therefor:

(4) Joints shall be sealed with either preformed rubber gaskets or bitumen/ butyl rubber plastic gaskets complying with AASHTO M 198 or with tubular cross-section closed cellular rubber gaskets complying with the physical requirements of ASTM D 1056 (Type 2, Class C, Grade 1) and meeting the chemical requirements of AASHTO M 198.

The sixth paragraph of **Subsection 606.03 Construction (d) Joining Pipe** is hereby deleted and the following substituted therefore:

(3) When tubular cross-section closed cellular rubber gaskets are selected by the Contractor, the gaskets shall be a single, continuous part conforming to the joint shape. The outer surface of the gasket shall be completely covered with a natural skin. The cross-sectional diameters and installation practices shall be in accordance with the manufactures' recommendations for the size of pipe or culvert being placed.

To ensure an even and well-filled joint, the final joining of the pipe shall be accomplished by either pushing or pulling, by approved mechanical means, each joint of the pipe as it is laid. In cold weather, when directed, the joint material shall be warmed in a hot water bath, or by other approved methods, to the extent required to keep the material pliable for placement without breaking or cracking.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REFLECTORIZED PAINT PAVEMENT MARKINGS

Section 718 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first paragraph of the **Subsection 718.02 Materials** of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

718.02 Materials. The paint shall be a ready mixed white and yellow paint suitable for application on concrete and bituminous pavements. All paints used for this application shall be listed on the QPL. The manufacturer shall furnish a certification for each lot certifying that the materials supplied conform to all the requirements specified and stating that the material is formulated the same as the material tested for QPL listing. Random samples may be taken and tested by the Department. The paint shall be a solventborne-chlorinated rubber, solventborne chlorinated polyolefin, solventborne acrylic copolymer, a waterborne acrylic emulsion polymer paint or a cold weather waterborne acrylic emulsion polymer paint.

The following is added to the third paragraph of the **Subsection 718.02 Materials** of the Standard Specifications for Highway Construction, Edition of 2003:

Cold weather waterborne acrylic emulsion polymer paint does not have to meet the Raw Materials requirements of paragraph (d), Raw Materials for Vehicles (Waterborne), or subparagraphs (1) and (2) of paragraph (f) Physical Requirements of the Finished Pavement (Waterborne).

Subsection 718.02 Materials, (a), (5) of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

THERMOPLASTIC PAVEMENT MARKING MATERIAL

Section 719 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The second paragraph of **Subsection 719.02** is hereby deleted and the following substituted therefore:

The material shall meet the requirements of AASHTO M 249 with the following exceptions for color on yellow materials.

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

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

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

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

Color Specification Limits -Nighttime Initial with drop-on beads							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.575	0.425	0.508	0.415	0.473	0.453	0.510	0.490

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

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SUPPLEMENTAL SPECIFICATION****GENERAL REQUIREMENTS FOR SIGNS**

Section 723 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first paragraph of **Subsection 723.02 Materials and Fabrication. (c) Retroreflective Sheeting** is hereby deleted and the following substituted therefore:

The retroreflective sheeting for signs and delineators shall comply with ASTM D 4956 for Type III, VIII or IX Retroreflective Sheeting, except that Type VIII or Type IX Retroreflective Sheeting shall be used on all delineators. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

The second paragraph of **Subsection 723.02 Materials and Fabrication. (d) Legend. (2) Demountable Legend** is hereby deleted and the following substituted therefore:

Frames for border strips, corners, legend and shields shall be fabricated from 0.063" (1.6mm) sheet aluminum complying with the requirements of ASTM B 209, Alloy 5052-H38.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

Job 100734

SIDEWALK DRAIN

1. **Description.** This item consists of fabricating, forming, and installing sidewalk drains in accordance with this Special Provision, The Standard Specifications, and the details contained in the plans for this project.
2. **Materials.** The concrete shall comply with Section 633 of the Standard Specifications. Reinforcing steel and welded wire fabric shall comply with Section 804 of the Standard Specifications. Materials for the fabrication of the frame and cover plate for sidewalk drains can be from a local commercially available source subject to approval of the Engineer.
3. **Construction Requirements.** Construction shall comply with Section 633.03 of the Standard Specifications and the special details contained in the plans. The completed sidewalk and drain shall comply with the Americans with Disabilities Act.
4. **Method of Measurement.** Completed and accepted sidewalk drains shall be measured by the unit.
5. **Basis of Payment.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for the item Sidewalk Drain, which price shall be full compensation for furnishing all materials; for forms; for mixing, placing, and finishing concrete; for excavating and backfilling; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Unit
Sidewalk Drain	Each

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

Job 100734

SIDEWALK (Type Special)

1. **Description.** This item consists of the construction of concrete walks adjacent to roadway pavement in accordance with this Special Provision, the Standard Specifications, and the details contained in the plans for this project
2. **Materials.** The concrete shall comply with Section 633 of the Standard Specifications. Reinforcing steel shall comply with Section 804 of the Standard Specifications.
3. **Construction Requirements.** Construction shall comply with Section 633.03 of the Standard Specifications and the special details contained in the plans. The completed sidewalk shall comply with the Americans with Disabilities Act.
4. **Method of Measurement.** Completed and accepted sidewalk (type Special) shall be measured by the square yard.
5. **Basis of Payment.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for the item Sidewalk (Type Special), which price shall be full compensation for furnishing all materials; for forms; for mixing, placing, and finishing concrete; for excavating and backfilling; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Unit
Sidewalk (Type Special)	Square Yard

XI. REQUIRED CONTRACT PROVISION

TABLE OF CONTENTS

TITLE

FHWA-1273 Federal-Aid Construction Contracts

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 604.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

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

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is

expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have 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 group applicants for employment. Information and procedures with regard to referring minority group 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 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.

6. 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

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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 a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the 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.

7. **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 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 SHA 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, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL 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 SHA.

8. **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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(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, when applicable, to increase employment opportunities for minorities and women;

(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 DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by

the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the

additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

(1) A helper is a semi-skilled worker (rather than a skilled journeyman mechanic) who works under the direction of and assists a journeyman. Under the journeyman's direction and supervision, the helper performs a variety of duties to assist the journeyman such as preparing, carrying and furnishing materials, tools, equipment, and supplies and maintaining them in order; cleaning and preparing work areas; lifting, positioning, and holding materials or tools; and other related, semi-skilled tasks as directed by the journeyman. A helper may use tools of the trade at and under the direction and supervision of the journeyman. The particular duties performed by a helper vary according to area practice.

(2) Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as much of the accrued payments or

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, ~~social security number, and address~~ of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially possible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

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

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

"Whoever being an officer, agent, or employee of the United States, 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

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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,

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:** (Applicable to all subcontracts, purchase orders & other lower tier transactions of \$25,000 or more-49 CFR 29)

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 of 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

g. A participation 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 may

SPONSOR

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:

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 participation in this transaction 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.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (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 his or her bid or 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 recipients shall certify and disclose accordingly.

REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:

(1-18-2009)

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-aid Construction Contracts* as follows:

Page 7, Section V, Paragraph 2b, Sentence 1 is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such, employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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.

SPONSOR**SPECIAL PROVISION****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 sponsor is responsible. The sponsor 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.

SPONSOR**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 sponsor 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 I 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 sponsor 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

SPONSOR**SPECIAL PROVISION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)**

agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

5. Recruitment

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

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

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

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

SPONSOR**SPECIAL PROVISION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)****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 union 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

SPONSOR**SPECIAL PROVISION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)**

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 ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor 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 sponsor.

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 sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the sponsor 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. Ibis information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to

SPONSOR**SPECIAL PROVISION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)**

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 sponsor 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 sponsor 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 collective action plan, in order to be accepted by the sponsor, 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 sponsor 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 sponsor 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 sponsor 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 sponsor 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 sponsor 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.

SPONSOR

SPECIAL PROVISION

**EQUAL EMPLOYMENT OPPORTUNITY – GOALS & 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 covered area, are as follows:

MINORITIES
COUNTY

Arkansas	-16.4%		Lee	-26.5%
Ashley	-16.4%		Lincoln	-16.4%
Baxter	-3.3%		Little River	-19.7%
Benton	-3.3%		Logan	-6.6%
Boone	-3.3%		Lonoke	-16.4%
Bradley	-16.4%		Madison	-3.3%
Calhoun	-16.4%		Marion	-3.3%
Carroll	-3.3%		Miller	-19.7%
Chicot	-16.4%		Mississippi	-26.5%
Clark	-16.4%		Monroe	-16.4%
Clay	-26.5%		Montgomery	-16.4%
Cleburne	-16.4%		Nevada	-20.2%
Cleveland	-16.4%		Newton	-3.3%
Columbia	-20.2%		Ouachita	-16.4%
Conway	-16.4%		Perry	-16.4%
Craighead	-26.5%		Phillips	-26.5%
Crawford	-5.6%		Pike	-20.2%
Crittenden	-32.3%		Poinsett	-26.5%
Cross	-26.5%		Polk	-6.6%
Dallas	-16.4%		Pope.	-16.4%
Desha	-16.4%		Prairie	-16.4%
Drew	-16.4%		Pulaski	-15.7%
Faulkner	-16.4%		Randolph	-26.5%
Franklin	-6.6%		Saline	-15.7%
Fulton	-16.4%		Scott	-6.6%
Garland	-16.4%		Searcy	-3.3%
Grant	-16.4%		Sebastian	-5.6%
Greene	-26.5%		Sevier	-20.2%
Hempstead	-20.2%		Sharp	-16.4%
Hot Spring	-16.4%		Stone	-16.4%
Howard -	-20.2%		St. Francis	-26.5%
Independence	-16.4%		Union	-16.4%
Izard	-16.4%		Van Buren	-16.4%
Jackson	-16.4%		Washington	-3.3%
Jefferson	-31.2%		White	-16.4%
Johnson	-16.4%		Woodruff	-16.4%
Lafayette	-20.2%		Yell	-16.4%
Lawrence	-26.5%			
FEMALES				
Statewide – 6.9%				

SPONSOR

SPECIAL PROVISION

**EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

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 ten (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 the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

SPONSOR**SPECIAL PROVISION****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 America 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 and 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.

SPONSOR**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

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

SPONSOR**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

SPONSOR**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

- 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 noncompliance.
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 41 CFR 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

SPONSOR**SPECIAL PROVISION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

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.

SPONSOR
SPECIAL PROVISION
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: <ul style="list-style-type: none"> a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Programs and Contracts Division - A.H.T.D.
4. Important Wage Rate Information FHWA Form 1495	U. S. Department of Transportation (FHWA)	A.H.T.D. Resident Engineer

*Union Contractors Only

SPONSOR
SPECIAL PROVISION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED		REQUIRED BY	WHERE TO OBTAIN
5.	Important Wage Rate Information FHWA Form 1495A	U. S. Department of Transportation (FHWA)	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 to Employees” (WH 1321)	U. S. Department of Labor	A.H.T.D. Resident Engineer
8.	“NOTICE” Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	A.H.T.D. Resident Engineer
9.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
10.	Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
11.	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
12.	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

SPONSOR
SPECIAL PROVISION
POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED		REQUIRED BY	WHERE TO OBTAIN
13.	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
14.	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
15.	Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	A.H.T.D. Resident Engineer
16.	Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	A.H.T.D. Resident Engineer
17.	Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	A.H.T.D. Resident Engineer

SPONSOR
SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE IN HIGHWAY CONSTRUCTION

It is the policy of the sponsor that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of all State and Federal contracts. This must also be the Contractor's policy. And, even though there are no specific participation goals for this contract, the Contractor agrees to ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of this contract or subcontracts and shall take all necessary and reasonable steps to ensure that this policy is maintained. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure of the Contractor or the Subcontractor to carry out the requirements set forth above shall constitute a breach of contract and, after notification by the sponsor, may result in termination of the contract by the sponsor or such action as the sponsor deems appropriate.

SPONSOR
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 agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal 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.

SPONSOR
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

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

EXCEPTIONS:

Applied To	Initiating Agency	Dates of Action
NA	NA	NA
NA	NA	NA
NA	NA	NA

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. 100734CONSTRUMARR, INC.F.A.P. NO. SRS1-1402(65)

(Name of Bidder)

January 3rd 2012
(Date Executed)MARCO A. REYES
(Signature)
PRESIDENT
(Title of Person Signing)

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

State of Arkansas)
County of Benton) ss.

Marco Reyes, being duly sworn, deposes and says that he is
President of Construmarr Inc.
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 3rd day of January, 2012. My commission
expires: 04-19-2021

[Signature]
(Notary Public)

(NOTARY SEAL)



SPONSOR**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.

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

The bidder CONSTRUMARR, INC., I proposed subcontractor NA hereby certifies that he has NA, has not NA, 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 NA, has not NA, 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. 100734

F.A.P. NO. SRSI-1402 (65)

January 3rd 2012
(Date Executed)

CONSTRUMARR, INC

By: MARCO A. REYES
(Signature)

PRESIDENT

(Title of Person Signing)

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.

SPONSOR

SPECIAL PROVISIONS LISTING

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 FOR FEDERAL-AID PROJECTS
FHWA-1273	SUPPLEMENT – WAGE RATE DETERMINATION
SS 100-3	DISADVANTAGED BUSINESS ENTERPRISE IN HIGHWAY CONSTRUCTION

XII. SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF CONTENTS

SGC.1	PROGRESS SCHEDULE
SGC.2	DRAWINGS
SGC.3	ADDITIONAL INSURANCE
SGC.4	RECORD DRAWINGS
SGC.5	TRENCH AND EXCAVATION SAFETY SYSTEMS
SGC.6	MINIMUM WAGES
SGC.7	ARKANSAS PREVAILING WAGE RATES

SGC.1 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

- (1) Actual date construction is scheduled to start if different from the date of notice to proceed.
- (2) Planned contract completion date.
- (3) Beginning and completion dates for each phase of work.
- (4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- (5) All construction milestone dates.
- (6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

SGC.2 DRAWINGS

One (1) set of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

SGC.3 ADDITIONAL INSURANCE (i.e. Railroad Insurance)

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing,

notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.

The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

The work required by this item will not be paid directly but will be included in the various items bid. If this item is required, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

SGC.6 MINIMUM WAGES

The Contractor shall comply with the provisions of the Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-313 (1987) and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable provisions of the Arkansas Prevailing Wage Law, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Law.

The Contractor shall comply with all applicable provisions of the Arkansas Prevailing Wage Law including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the Arkansas Department of Labor, such determination covering rates for regular hours, and rates for holidays and overtime work (Arkansas Code Ann. §§ 22-9-308(b)(2) and §§ 22-9-308(c)).
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined (Arkansas Code Ann. §§ 22-9-309(a)).
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the Arkansas Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the Arkansas Department of Labor are minimum for wage payments under this Contract.

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

GENERAL DECISION: AR20100049 03/12/2010 AR49

Date: March 12, 2010

General Decision Number: AR20100049 03/12/2010

Superseded General Decision Number: AR20080049

State: Arkansas

Construction Type: Highway
Highway Construction

County: Craighead County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; viaduct, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

SUAR2008-003 11/19/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 11.75	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.28	0.00
ELECTRICIAN, Including Traffic Signal Installation.....	\$ 18.24	8.45
IRONWORKER, Structural and Reinforcing.....	\$ 13.77	0.00
LABORER: Asphalt Spreader.....	\$ 12.07	0.00
LABORER: Common or General.....	\$ 8.49	0.00
LABORER: Cone Setter.....	\$ 10.40	0.00
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Grade Checker.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.67	0.00
LABORER: Pipelayer.....	\$ 12.42	0.00
OPERATOR: Asphalt Paver.....	\$ 12.50	0.00
OPERATOR: Asphalt Plant.....	\$ 13.86	0.00
OPERATOR: Asphalt Roller.....	\$ 11.55	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.69	0.00
OPERATOR: Blade/Grader.....	\$ 13.21	0.00

OPERATOR: Broom.....	\$ 10.57	0.00
OPERATOR: Bulldozer.....	\$ 14.17	0.00
OPERATOR: Cherry Picker.....	\$ 11.32	0.00
OPERATOR: Concrete Batch Plant.....	\$ 15.40	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 11.62	0.00
OPERATOR: Concrete Pump, Truck Mounted.....	\$ 11.00	0.00
OPERATOR: Crane.....	\$ 15.50	0.00
OPERATOR: Drill.....	\$ 19.09	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 14.46	0.00
OPERATOR: Oil Distributor.....	\$ 11.95	0.76
OPERATOR: Oiler.....	\$ 12.00	0.00
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 9.93	0.00
OPERATOR: Scraper.....	\$ 11.06	0.00
OPERATOR: Screed.....	\$ 15.01	0.00
OPERATOR: Tractor.....	\$ 8.00	0.00
OPERATOR: Trencher.....	\$ 12.98	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.42	0.00
OPERATOR: Concrete Paver.....	\$ 15.24	0.00
OPERATOR: Front End Loader.....	\$ 13.08	0.00
OPERATOR: Highway/Parking Lot Striping Machine.....	\$ 12.44	0.00
PAINTER (Brush, Roller and Spray).....	\$ 19.10	0.00
CRUCK DRIVER.....	\$ 11.15	0.00

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

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 (29 CFR 5.5(a)(1)(ii)).

 ..
 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

 ..

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

END OF GENERAL DECISION

XIII. SPECIAL CONDITIONS

TABLE OF CONTENTS

SC.1	GENERAL
SC.2	LOCATION OF PROJECT
SC.3	SCOPE OF WORK
SC.4	TIME ALLOTTED FOR COMPLETION
SC.5	FORMS, PLANS, AND SPECIFICATIONS
SC.6	KNOWLEDGE OF CONDITIONS
SC.7	PERMITS AND RIGHTS-OF-WAY
SC.8	REFERENCE SPECIFICATIONS
SC.9	PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED
SC.10	USED MATERIALS
SC.11	EXISTING STRUCTURES
SC.12	USE OF EXPLOSIVES
SC.13	BARRICADES, LIGHTS, AND WATCHMEN
SC.14	FENCES AND DRAINAGE CHANNELS
SC.15	WATER FOR CONSTRUCTION
SC.16	MATERIAL STORAGE
SC.17	EXISTING UTILITIES AND SERVICE LINES
SC.18	TESTING, INSPECTION AND CONTROL
SC.19	BOND
SC.20	LIGHT AND POWER
SC.21	LINES AND GRADES
SC.22	LEGAL HOLIDAYS
SC.23	SEQUENCE OF CONSTRUCTION
SC.24	TEST BORINGS
SC.25	TEMPORARY FIELD OFFICE
SC.26	RELEASE AND CONTRACTOR'S AFFIDAVIT
SC.27	MAINTENANCE BOND

SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located along Valley View Drive, Thompson Drive, and Kersey Lane. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct sidewalks at Valley View Schools.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be ninety (90) consecutive calendar days, which time shall begin with ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

SC.6 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.7 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.8 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.9 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

SC.10 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.11 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

SC.12 USE OF EXPLOSIVES

Any use of explosives or blasting shall be as outlined in these Specifications.

SC.13 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the Owner.

SC.14 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.15 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

SC.16 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

SC.17 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

SC.18 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory at the Contractor's expense.

SC.19 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.20 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.21 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.
- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.22 LEGAL HOLIDAYS

January 1, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.23 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.24 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited

to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.25 TEMPORARY FIELD OFFICE

Not required for this project.

SC.26 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

SC.27 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name_____

Address_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

Jonesboro SRTS (2010)
Job 100734
F.A.P. No. SRSI – 1402(65)

project.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

Jonesboro SRTS (2010)
Job 100734
F.A.P. No. SRSI – 1402(65)

have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and
just sum of _____
(\$ _____) DOLLARS, lawful money of the United States of America, to be
paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made,
we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors
and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain
contract with the City of Jonesboro dated the ____ day of _____, 20____,
agreed to construct the Jonesboro SRTS I (2010) Job 100734 F.A.P. No. SRSI - 1402(65) and to maintain
the said Improvement in good condition for a period of one (1) year from the date of acceptance of
the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and
expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said
Principal to keep said work in repair for a one year period beginning
_____ against any and all defects of faulty workmanship or inferior
material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said
improvements in good condition for the said period of 1 year, and at any time repairs shall be
necessary, that the cost of making said repairs shall be determined by the Owner, or some person or
persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said
amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are
not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be
maintained to recover the amount so determined in any Court of competent jurisdiction; and that the
amount so determined shall be conclusive upon the parties as to the amount due on this bond for the
repair or repairs included therein; and that the cost of all repairs shall be so determined from time to
time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XIV. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1

Standard Specifications for Highway Construction
Arkansas State and Highway Department, Edition of 2003

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.